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Asadollah Davari v. State Farm Fire and Casualty Company Public Open

CC-20-2025-C-336

20 - Kanawha County

Civil

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Judge Richard D. Lindsay

Created on 3/11/2025

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				Entered Date	Filing Date	Event	Ref. Code	Description	Entered By
			1	3/11/2025	3/11/2025	E-Filed		Complaint	EFILE/Otmer Elmore
			2	3/11/2025		Judge Assigned	J-20021	Richard D. Lindsay	EFILE/process.notification
			3	3/11/2025		Party Added	P-001	Asahollah Davari	EFILE/process.notification
			4	3/11/2025		Party Added	D-001	State Farm Fire and Casualty Company	EFILE/process.notification
			5	3/11/2025		Attorney Listed	P-001	A-5487 - Otmer Gay Elmore, Jr.	EFILE/process.notification
			6	3/11/2025		Service Requested	D-001	Secretary of State - Certified - Including Copy Fee	EFILE/process.notification
			7	3/12/2025	3/12/2025	E-Filed		Letter to Clerk - Letter to Clerk	EFILE/Otmer Elmore
			8	3/12/2025		Style Assigned		Asadollah Davari v. State Farm Fire and Casualty Company	COURT/20/Carlye.Barnett
			9	3/19/2025	3/19/2025	E-Docketed		Supporting Documents - Acceptance of Service by Secretary of State as to State Farm Fire and Casualty Company	COURT/20/Shirlette.Campbell (Clerk)

EXHIBIT

1

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

ASADOLLAH DAVARI,

Plaintiff,

v.

Civil Action No: _____

Judge _____

**STATE FARM FIRE AND
CASUALTY COMPANY, an
Illinois Company,**

Defendant.

COMPLAINT

Comes now the Plaintiff Asadollah Davari, by counsel, Otmer G. Elmore III, for his Complaint against Defendant State Farm Fire and Casualty Company (Hereafter "State Farm"), and states as follows:

BAD FAITH

1. Plaintiff Asadollah Davari, was and is at all times relevant hereto, a resident of Kanawha County, West Virginia with a residential address of 1592 Nottingham Road, Charleston, West Virginia 25314 (herein after "the Subject Property").
2. Defendant State Farm is an Illinois Company, with its Principal Office Address being listed as One State Farm Plaza, Bloomington, Illinois 61710.
3. Jurisdiction and venue are proper in Kanawha County, West Virginia.
4. Plaintiff Asadollah Davari insured the Subject Property under a Homeowners Policy, Form HW-2148, with effective dates of August 7, 2023, through August 7, 2024, with Defendant State Farm (A copy of the Insurance Policy is being attached for the Court's convenience as "Exhibit A").
5. On or about April 2nd, 2024, the Subject Property suffered great damage as a result of a wind storm.

6. On or about April 3rd, 2024, Plaintiff Asadollah Davari reported the claim for the suffered property damage to the Subject Property to Defendant State Farm.

7. The Subject Property suffered damages including but not limited to damages to the roof, the fascia, siding, gutter guard, vinyl fencing, the air conditioning unit, a downspout, radon fan, and two spotlights.

8. On or around April 8th, 2024, Defendant State Farm, enlisted the services of Seek Now to photograph and document the damage property damage.

9. On or around April 16th, 2024, Defendant enlisted the service of HVACi to diagnose the damage to the outside air conditioning unit.

10. On or around April 16th, 2024, Defendant issued a payment to Plaintiff marked "Tree removal and tarp service payment" which totaled One Thousand One Hundred Eighty-Two Dollars and Ninety-Three Cents (\$1,182.93) after the application of the deductible in the amount of Two Thousand Fifty-Six Dollar (\$2,056.00) .

11. On or around April 16th, 2024, Plaintiff informed Defendant that Good News Mechanical LLC, provided Plaintiff with an estimate for home repairs and the air conditioning unit (A copy of the estimate is being attached for the Court's convenience as "Exhibit B").

12. On or around May 13th, 2024, Plaintiff retained legal counsel (Mr. Anthony E. Nortz) in order to assist Plaintiff with his claim.

13. On or around May 15th, 2024, Plaintiff's counsel sent Defendant a letter of representation stating that going forward, "all communications regarding this claim shall be directed to this office" (A copy of this letter of representation is being attached for this Court's convenience as "Exhibit C").

14. On or around May 22nd, 2024, an agent of Defendant contacted Plaintiff directly via telephone despite notice of Plaintiff's retention of legal counsel.

15. During this telephone call, agent of Defendant informed Plaintiff that Defendant was approving an air conditioning replacement and a full roof replacement.

16. On June 4th, 2024, despite notice of being represented by legal counsel, Defendant issued a check directly to Plaintiff in the amount of Eight Thousand Nine Hundred Twenty Dollars and Fifty-Six Cents (\$8920.56) marked "Actual cash value payment for total roof replacement" which Plaintiff promptly deposited (A copy of the payments and their remarks is being attached for the Court's convenience as "Exhibit D").

17. On June 5th, 2024, again despite notice of being represented by legal counsel, Defendant issued an unmarked check (aligning with the depreciation value of the air conditioning unit) directly to Plaintiff in the amount of Seven Thousand Nine Hundred Dollars and Fifty-Seven Cents (\$7,900.57); said check was deposited by Plaintiff upon receipt.

18. On June 5th, 2024, Anthony Nortz again reached out to Defendant, issuing another Letter of Representation again informing Defendant that all communications needed to be directed through his office (a copy of this letter is being attached for the Court's convenience as "Exhibit E").

19. Defendant failed to contact the Plaintiff any further regarding this claim from a date of June 6th, 2024, until Plaintiff called Defendant on August 14th, 2024.

20. Defendant's failure to provide Plaintiff with an update for this period of time violates West Virginia Code § 114-14-6.7 which states that "if an investigation remains incomplete, the insurer shall provide written notification of the delay to the

claimant every forty-five (45) calendar days thereafter until the investigation is complete.”

21. On or around August 20th, 2024, Defendant issued a payment in the amount of One Thousand One Hundred Five Dollars and Nine Cents (\$1,105.09) via an undesignated check.

22. On or around October 15th, 2024, Plaintiff retained its current counsel, Otmer G. Elmore, III, in order to assist with the claim filed with Defendant.

23. On October 15th, 2024, Otmer Gay Elmore, III, sent via email a letter of representation to Defendant.

24. Plaintiff, via counsel, informed Defendant that the checks being issued did not match up to Defendant’s estimates in this claim (a copy of the Estimate is being attached for this Court’s convenience as “Exhibit F”).

25. Plaintiff had accepted settlement for a full roof replacement (even though it was “actual value” and not “replacement value” as designated by the policy) on June 4th, 2024, by cashing settlement check issued by Defendant.

26. Otmer G. Elmore, III, informed Defendant that while the Estimate and the checks to that date totaled the same dollar amounts, the actual payments did not line up with that estimate (for example a roof repair being listed on the estimate despite the fact a full roof replacement was issued).

27. It was not until on or around December 4th, 2024, that Defendant informed Plaintiff’s via letter that the full roof replacement was claimed to not be approved and that June 4th, 2024, check was a mistake (a full 6 months after its issuance) (A copy of the correspondence is being attached for the Court’s convenience as “Exhibit G”).

28. In that same December 4th, 2024, correspondence, Plaintiff was informed another payment in the amount of Four Thousand One Hundred Twenty-Six Dollars and Thirteen cents (\$4,126.13) was being issued for supplemental items.

29. Three Thousand One Hundred Dollars (\$3,100.00) of this newly issued check was to be for costs listed in a Good News Mechanical estimate which had been provided to Defendant more than seven months after it was reviewed and placed in the estimate.

30. Defendant in this same correspondence admitted that “a missing line item” was added back into this latest estimate (more than eight months after the claim was reported).

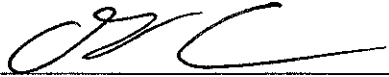
31. Defendant has violated West Virginia Code § 114-14-6 “Standards for Prompt Investigations and Fair and Equitable Settlements Applicable to All Insurers”.

32. Defendant has handled this claim in Bad Faith through their untimely handling, mismatching checks/ estimate reports, the paying of actual cost value for items despite the policy being a replacement cost value policy, as well as numerous other mistakes and errors.

33. Defendant owed a duty to Plaintiff to handle this claim in a timely professional manner which it failed to do so.

WHEREFORE, by reason of the foregoing, Plaintiff Arshia Davari demands judgment against Defendant State Farm for a sum representing actual and general damages, punitive damages, interest, attorney fees and costs, and such other relief as the Court deems proper.

Plaintiff demands a trial by jury.



O. Gay Elmore, Jr. (*WV State Bar #5487*)
Otmer G. Elmore III
ELMORE LAW
121 Summers Street
Charleston, WV 25301
(304)344-2232

Plaintiff Asadollah Davari
By Counsel

Exhibit “A”



This policy is one of the broadest forms available today, and provides you with outstanding value for your insurance dollars. However, we want to point out that every policy contains limitations and exclusions. Please read your policy carefully, especially "Losses Not Insured" and all exclusions.

State Farm® Homeowners Policy

West Virginia
HW-2148

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HOMEOWNERS POLICY AGREEMENT

We agree to provide the insurance described in this policy:

1. based on **your** payment of premium, in a form acceptable to **us**, for the coverages **you** chose;
2. based on **your** compliance with all applicable provisions of this policy; and
3. based on the information **you** have given **us** and **your** statements in this agreement.

You agree, by acceptance of this policy, that:

1. **you** will pay premiums when due and comply with the provisions of this policy;
2. the statements in this agreement are **your** statements and are true;

3. **we** insure **you** on the basis **your** statements are true; and

4. this policy contains all of the agreements between **you** and **us** and any of **our** agents.

Unless otherwise indicated in the application, **you** state that during the five years preceding the time of **your** application for this insurance **you** have not had any losses, insured or not.

When **you** request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, **we** may adjust the premium in accordance with the change during the policy period and **you** must pay any additional premium due within the time **we** specify.

DEFINITIONS

We define the following words and phrases for use throughout this policy. These definitions apply to the singular, plural, and possessive forms of these words and phrases. Defined words and phrases are printed in bold italics.

1. **"actual cash value"** means the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. For this calculation, all components of this estimated cost including, but not limited to:

- a. materials, including any tax;
 - b. labor, including any tax; and
 - c. overhead and profit;
- are subject to depreciation.

The depreciation deduction may include such considerations as:

- a. age;
- b. condition;
- c. reduction in useful life;
- d. obsolescence; and
- e. any pre-loss damage including wear, tear, or deterioration;

of the damaged part of the property.

2. **"bodily injury"** means physical injury, sickness, or disease to a person. This includes required care, loss of services, and death resulting therefrom.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person;
- b. the actual or alleged exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured** to any other person; or
- c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury unless it arises out of actual physical injury to some person.

3. **"building structure"** means a structure fully enclosed with permanent walls and a roof. A permanent wall or roof does not include any kind of temporary materials including but not limited to tarps, plastic sheeting, or other similar material. A structure that is otherwise fully enclosed with permanent walls and a roof, that is undergoing repairs due to a recent **loss insured**, using materials such as tarps, plastic sheeting, or other similar material, is still considered a **building structure**.

A **building structure** includes:

- a. the foundation supporting the structure, including:
 - (1) slabs;
 - (2) basement walls;
 - (3) crawl space walls;
 - (4) footings; and
 - (5) gravel, stone, or sand, used as fill material and located not more than 12 inches directly below a slab described in item a.(1), including water supply lines, domestic water pipes, and sewer pipes located within this fill material; and
 - b. wall-to-wall carpeting attached to the structure.
4. **"business"** means any full-time or part-time activity, trade, profession, employment, or occupation or a commercial, mercantile, or industrial undertaking of an economic nature. It does not matter whether it is continuous or regular, is a secondary or supplemental source of income, or is an **insured's** principal means of livelihood. Profit and profit motive are irrelevant.

Business does not include:

- a. volunteer activities for a not-for-profit or non-profit organization or public agency for which no money is received other than payment of expenses;
- b. incidental and infrequent personal economic activity such as a hobby, garage or yard sale, or traditional farm activities when the farm products are intended only for the personal use of the **insured**;
- c. any occasional or part-time self-employed activity by a person under 19 years of age that involves no employees or subcontracted independent contractors and is a type of activity normally performed by persons under 19 years of age, including but not limited to, child care, lawn mowing, or paper delivery;
- d. the ownership, maintenance, or use of systems and equipment used to generate electrical power up to but not exceeding 125 percent of

the actual electrical power usage by the **residence premises** in the 12-month period prior to the date of the loss; or

- e. ownership of the **residence premises** by the person or organization shown in the **Declarations** as Additional Insured.
5. **"Declarations"** means the policy **Declarations**, any amended **Declarations**, the most recent renewal **Declarations**, an Evidence of Insurance form, or any endorsement changing any of these.
 6. **"diminution in value"** means any reduction in the value of any covered property prior to or following repair or replacement as compared to the value of that property immediately before the loss.
 7. **"dwelling"** means the **building structure** on the **residence premises** used as the primary private residence and includes structures attached to the **dwelling**.
 8. **"fungus"** means any type or form of **fungus**, including mold, mildew, mycotoxins, spores, scents, or by-products produced or released by fungi.
 9. **"insured"** means:
 - a. **you**;
 - b. **your relatives**; and
 - c. any other person under the age of 21 in the care of a person described above.

Under Section II, **insured** also means:

- d. the person or organization legally responsible for animals or watercraft to which this policy applies. However, the animal or watercraft must be owned by **you** or a person included in 9.b. or 9.c. above. A person or organization using or having custody of these animals or watercraft in the course of a **business**, or without permission of the owner, is not an **insured**; and
 - e. with respect to any vehicle to which this policy applies, any person while engaged in **your** employment or the employment of a person included in 9.b. or 9.c. above.
10. **"insured location"** means:
 - a. the **residence premises**;

- b. the part of any other premises, other structures, and grounds used by **you** as a residence. This includes premises, structures, and grounds **you** acquire while this policy is in effect for **your** use as a residence;
 - c. any premises used by **you** in connection with the premises included in 10.a. or 10.b. above;
 - d. any part of a premises not owned by an **insured** but where an **insured** is temporarily residing;
 - e. land owned by or rented to an **insured** on which a one or two family dwelling is being constructed as a residence for an **insured**;
 - f. individual or family cemetery plots or burial vaults owned by an **insured**;
 - g. any part of a premises occasionally rented to an **insured** for purposes other than **business**;
 - h. vacant land owned by or rented to an **insured**. For the purposes of this definition, vacant land does not include:
 - (1) farm land;
 - (2) land containing a residence; or
 - (3) land containing fences, corrals, boat docks, tool sheds, barns, grain bins, and similar structures, unless they are used solely for the personal use of the **insured**; or
 - i. farm land (without buildings), rented or held for rental to others, but not to exceed a total of 500 acres, regardless of the number of locations.
11. **"loss insured"** means a loss as described under **SECTION I – LOSSES INSURED, COVERAGE A – DWELLING** and **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**.
12. **"motor vehicle"**, when used in Section II of this policy, means:
- a. a land **motor vehicle** designed for travel on public roads or subject to motor vehicle registration;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 - c. a "recreational or utility vehicle" while off an **insured location**. "Recreational or utility vehicle" means a motorized vehicle designed for recreation or utility purposes, used principally off public roads, and that is owned or leased by an **insured**. This includes, but is not limited to, a motorized all-terrain vehicle, side-by-side vehicle, utility work vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike, and personal assistive mobility device. "Leased" does not include temporary rental;
 - d. a "locomotive" while off an **insured location**. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an **insured**. "Leased" does not include temporary rental;
 - e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle, or road building vehicle that is owned or leased by an **insured** while off an **insured location**. "Leased" does not include temporary rental; and
 - f. any vehicle while being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above.
- The following are not **motor vehicles**:
- a. a boat, camper, home, or utility trailer not being towed or pushed by or carried on a vehicle included in 12.a. through 12.e. above;
 - b. a motorized land vehicle in storage on an **insured location** not intended to be operated for an extended period of time and rendered inoperable by placing the vehicle on blocks or removing parts essential for its operation;
 - c. a motorized golf cart while used for golfing purposes;
 - d. a motorized vehicle or trailer designed to assist persons with disabilities that is not designed for travel on public roads or subject to motor vehicle registration; or
 - e. a commercially manufactured two, three, or four wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.

13. **"occurrence"**, when used in Section II of this policy, means an accident, including accidental exposure to conditions, which first results in:
- bodily injury**; or
 - property damage**;
- during the policy period. All **bodily injury** and **property damage** resulting from one accident, series of related accidents, or from continuous and repeated exposure to the same general conditions is considered to be one **occurrence**.
14. **"property damage"** means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not **property damage**.
15. **"relative"** means any person related to **you** by:
- blood;
 - adoption;
 - marriage; or
 - civil union, domestic partnership, or other substantially similar legal relationship that is recognized and valid in the state where, and at the time when, the legal relationship was established;
- and who resides primarily with **you**.
16. **"residence employee"** means an employee of an **insured**, or an employee leased to an **insured** by a labor leasing firm under an agreement between an **insured** and the labor leasing firm, who performs duties, including household or domestic services, in connection with the maintenance or use of the **residence premises**. This includes employees who perform similar duties elsewhere for **you**. This does not include employees while performing duties in connection with the **business** of an **insured**.
17. **"residence premises"** means:
- the one, two, three, or four family dwelling, other structures and grounds; or
 - that part of any other **building structure**;
- where **you** reside and which is shown in the **Declarations**.
18. **"State Farm Companies"** means one or more of the following:
- State Farm Mutual Automobile Insurance Company;
 - State Farm Fire and Casualty Company; and
 - subsidiaries or affiliates of either 18.a. or 18.b. above.
19. **"vacant dwelling"** means:
- a dwelling:
 - that has not been occupied as a residence for more than 30 consecutive days immediately before the loss; and
 - where a predominant amount of personal property has been removed or is absent such that the dwelling is not functional as a habitual place of residence.

A dwelling will be considered occupied only if it is being used as a habitual place of residence with **your** knowledge and approval.
 - A dwelling that is under active construction will not be considered a **vacant dwelling**. A dwelling is under active construction when it is:
 - being built as a new structure;
 - being repaired due to damage otherwise covered by this policy; or
 - undergoing substantial improvements, renovations, remodeling, or modifications;

and the construction results in substantial continuing activities by persons associated with the construction project at the premises during the relevant time periods.
20. **"we", "us", and "our"** mean the Company shown in the **Declarations**.
21. **"you"** and **"your"** mean the person or persons shown as "Named Insured" in the **Declarations**. If a "Named Insured" shown in the **Declarations** is a human being, then **you** and **your** include:
- a spouse of a "Named Insured";
 - a party to a civil union with a "Named Insured";
 - a domestic partner of a "Named Insured"; or
 - a person in a substantially similar legal relationship with a "Named Insured";

if such relationship is recognized and valid in the state where, and at the time when, the legal relationship was

established, so long as the person in the above relationship resides primarily with that "Named Insured".

DEDUCTIBLE

In case of loss under this policy, **we** will pay, subject to specified policy limits, only that part of the amount of the loss that exceeds the deductible amount shown in the

Declarations. Deductibles will be applied per occurrence. Deductibles apply to specific losses as described in this policy.

SECTION I – PROPERTY COVERAGES

COVERAGE A – DWELLING

1. **Dwelling.** **We** cover the **dwelling** and materials and supplies located on or adjacent to the **residence premises** for use in the construction, alteration, or repair of the **dwelling** or other structures on the **residence premises**.
2. **Other Structures.** **We** cover other structures on the **residence premises**, separated from the **dwelling** by clear space. Structures connected to the **dwelling** by only a fence, utility line, or similar connection are considered to be other structures.

We do not cover other structures:

- a. not permanently attached to or otherwise forming a part of the realty;
- b. used either completely or in part for **business** purposes unless such use consists solely of office space for paperwork, computer work, or use of a telephone, and consists solely of activities that are:
 - (1) duties of the **insured's** employment by another; and
 - (2) performed solely by the **insured**; or
- c. rented or held for rental unless:
 - (1) rented to a person who is a tenant of the **dwelling**;
 - (2) rented for use solely as a private garage; or
 - (3) rented either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss.
3. **Property Not Covered.** **We** do not cover:
 - a. land, including the land necessary to support any Coverage A property. **We** also do not cover:

- (1) any costs required to replace, rebuild, stabilize, or otherwise restore the land; or
- (2) the costs of repair techniques designed to compensate for or prevent land instability to any property, whether or not insured under Coverage A;
- b. trees, shrubs, live or artificial plants, lawns, or artificial grass, except as provided in **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**; or
- c. systems and equipment used to generate electrical power exceeding 125 percent of the actual electrical power usage by the **residence premises** in the 12-month period prior to the date of the loss.

COVERAGE B – PERSONAL PROPERTY

1. **Property Covered.**
 - a. **We** cover personal property owned or used by an **insured** while it is anywhere in the world. This includes structures not permanently attached to or otherwise forming a part of the realty. At **your** request, **we** will cover personal property:
 - (1) owned by others while the property is on the part of the **residence premises** occupied exclusively by an **insured**;
 - (2) owned by a guest or a **residence employee**, while the property is in any other residence occupied by an **insured**; and
 - (3) owned by roomers, boarders, tenants, and other residents, any of whom are related to **you**.
 - b. **We** cover personal property usually located at an **insured's** residence, other than the **residence premises**, for up to \$1,000 or 10% of the

Coverage B limit, whichever is greater. This limitation does not apply to personal property:

- (1) in a newly acquired principal residence for the first 30 days after **you** start moving the property there. If the **residence premises** is a newly acquired principal residence, personal property in **your** immediate past principal residence is not subject to this limitation for the first 30 days after the inception of this policy; and
- (2) of a student who is an **insured** while located at a residence away from the **residence premises**.

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins, and medals, including any of these that are a part of a collection, bank notes, bullion, gold other than goldware, silver other than silverware, and platinum;
- b. \$1,500 on property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, while on the **residence premises**. This coverage is limited to \$750 on such property away from the **residence premises**.

Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage, and is addressed in item c. below;

- c. \$10,000 on electronic data processing system equipment used or intended for use in a **business**, including but not limited to computers, tablets, mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for the reproduction of sound, and standard media or non-media equipment for use with the above devices;
- d. \$1,500 on securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, and tickets;

- e. \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings, and equipment;
- f. \$1,500 on trailers not used with watercraft;
- g. \$2,500 on stamps, trading cards, and comic books, including any of these that are a part of a collection;
- h. \$2,500 for loss by theft of firearms;
- i. \$2,500 for loss by theft of silverware and goldware;
- j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging, or other similar article;
- k. \$1,000 on commercially manufactured two, three, or four wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include such conveyances that are:
 - (1) designed for assisting persons with disabilities;
 - (2) not designed for travel on public roads; and
 - (3) not subject to motor vehicle registration; and
- l. \$1,000 for loss by theft of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones.

2. **Property Not Covered.** We do not cover:

- a. articles separately described and specifically insured in this or any other insurance;
- b. animals, birds, or fish;
- c. any engine-propelled or motor-propelled vehicle or machine, including parts, designed for movement on land, except as provided in **Special Limits of Liability**, item k. However, **we** do cover those vehicles or machines:
 - (1) that are:
 - (a) not designed for travel on public roads; and
 - (b) not subject to motor vehicle registration;

- (2) and that are:
- (a) used primarily to service the *insured location*; or
 - (b) designed for assisting persons with disabilities;
- d. any electronic equipment, devices, or accessories designed for the recording, reproduction, or storage of audio, video, photos, or other data that is permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle or hard-wired directly to the vehicle's electrical system. **We** also do not cover removable products that may be used with the equipment or devices described above, including but not limited to tapes, discs, videos, or memory cards while in an engine-propelled or motor-propelled vehicle;
 - e. aircraft and parts. This does not apply to unmanned aircraft systems used as model aircraft and operated solely for recreational or hobby purposes;
 - f. property of roomers, boarders, tenants, and other residents not related to *you*;
 - g. property regularly rented or held for rental to others by an *insured*. This does not apply to property of an *insured*:
 - (1) in a sleeping room when the *dwelling* is rented in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or
 - (2) on the *residence premises* if it is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;
 - h. property rented or held for rental to others away from the *residence premises*;
 - i. any radio devices or transmitters, global positioning systems, radar or laser detectors, antennas, and all other similar equipment that is permanently installed in or permanently fastened to an engine-propelled or motor-propelled vehicle or that is hard-wired directly to the vehicle's electrical system;
 - j. books or records of accounts receivable, abstracts or other journals, architectural or technical drawings, card index systems, or other records. This does not apply to any recording or storage media for electronic data processing. **We** will cover the cost of blank books, cards, or other blank material plus the cost of labor *you* incur for transcribing or copying such records;
 - k. recording or storage media for electronic data processing that cannot be replaced with property of like kind and quality on the current retail market;
 - l. purchased or created audio, video, photos, or other data that cannot be replaced with like kind and quality on the current retail market and that is transferred or downloaded onto mobile communication equipment, global positioning systems, or electronic devices designed for the recording, reproduction, or storage of audio, video, photos, or other data;
 - m. contraband, or any property used in the course of illegal consumption, possession, import, export, or trade;
 - n. outdoor hardscape property used for aesthetic purposes except as provided in **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**; or
 - o. electronic currency, digital currency, virtual currency, crypto-currency, and other similar mediums of exchange.

COVERAGE C – LOSS OF USE

The most **we** will pay for the sum of all losses combined under **Additional Living Expense, Fair Rental Value, and Prohibited Use** is the limit of liability shown in the **Declarations** for Coverage C – Loss of Use.

1. **Additional Living Expense.** When a *loss insured* causes the *residence premises* to become uninhabitable, **we** will pay the reasonable and necessary increase in cost incurred by an *insured* to maintain their normal standard of living for up to 24 months. **Our** payment is limited to incurred costs for the shortest of:

- a. the time required to repair or replace the premises;
- b. the time required for **your** household to settle elsewhere; or
- c. 24 months.

This period of time is not limited by the expiration of this policy.

We will not pay more than the limit of liability shown in the **Declarations** for **Coverage C – Loss of Use**. Any normal expenses that are reduced or discontinued due to a **loss insured** will be subtracted from any amount owed.

- 2. **Fair Rental Value.** When a **loss insured** causes that part of the **residence premises** rented to others or held for rental by **you** to become uninhabitable, **we** will pay its fair rental value. Payment will be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not to exceed 12 months. This period of time is not limited by the expiration of this policy. Fair rental value will not include any expense that does not continue while that part of the **residence premises** rented or held for rental is uninhabitable.
- 3. **Prohibited Use.** **We** will pay Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits **your** use of the **residence premises**, provided that:
 - a. direct physical damage occurs to any property, other than covered property located on the **residence premises**, arising from a cause of loss that would be a **loss insured** under this policy if the damage had occurred to property on the **residence premises**;
 - b. the **residence premises** is within one mile of property damaged by a cause of loss identified in 3.a. above; and
 - c. the action of the civil authority is taken in response to:
 - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;
 - (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or

- (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We will not pay for loss or expense due to cancellation of a lease or agreement.

SECTION I – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

- 1. **Debris Removal.** **We** will pay the reasonable expenses **you** incur in the removal of debris of covered property damaged by a **loss insured**. This expense is included in the limit applying to the damaged property. The following coverages and limits also apply:
 - a. When the amount payable for the property damage plus the debris removal exceeds the limit for damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to **SECTION I – ADDITIONAL COVERAGES, Trees, Shrubs, and Landscaping**.
 - b. **We** will also pay up to \$1,000 total for each loss to cover the reasonable expenses **you** incur in the removal of tree debris and stumps from the **residence premises**, unless otherwise excluded. This coverage applies when:
 - (1) the tree has caused a **loss insured** to Coverage A property; or
 - (2) the tree debris felled by windstorm, hail, or weight of snow or ice blocks:
 - (a) the driveway, on the **residence premises**, and prevents land **motor vehicle** access to or from the **dwelling**; or
 - (b) a ramp designed to assist persons with disabilities, on the **residence premises**, and prevents access to or from a **building structure**.
- 2. **Temporary Repairs.** If damage is caused by a **loss insured**, **we** will pay the reasonable and necessary cost **you** incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.

3. **Trees, Shrubs, and Landscaping.** *We* will pay for accidental direct physical loss to outdoor:

- a. trees, shrubs, live or artificial plants, and lawns;
- b. artificial grass; and
- c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the *residence premises*, caused by the following perils: **Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles** (not owned or operated by a resident of the *residence premises*), **Vandalism or malicious mischief, or Theft.**

The limit for this coverage, including the removal of debris, will not exceed 5% of the amount shown in the **Declarations** for **COVERAGE A – DWELLING**. *We* will not pay more than \$750 for any one outdoor tree, shrub, plant, or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. *We* will not pay for any loss to property grown for *business* purposes.

4. **Fire Department Service Charge.** *We* will pay up to \$500 per occurrence for fire department charges incurred when the fire department is called to save or protect Coverage A property from fire, lightning, or explosion. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.

5. **Property Removed.** *We* will pay for any accidental direct physical loss to covered property while being removed from a premises endangered by a *loss insured*. This coverage also applies to the property for up to 30 days while removed. *We* will also pay for reasonable expenses incurred by *you* for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.

6. **Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money.**

a. *We* will pay up to \$1,000 for:

- (1) the legal obligation of an *insured* to pay because of the theft or unauthorized use of credit cards and bank fund transfer cards issued to or registered in an *insured's* name. If an *insured* has not complied with all terms and conditions under which the

cards are issued, *we* will not pay for use by an *insured* or anyone else;

- (2) loss to an *insured* caused by forgery or alteration of any check or negotiable instrument; and
- (3) loss to an *insured* through acceptance in good faith of counterfeit United States or Canadian paper currency.

No deductible applies to this coverage.

We will not pay more than the limit stated above for forgery or alteration committed by any one person. This limit applies when the forgery or alteration involves one or more instruments in the same loss.

b. *We* will not pay for loss arising out of *business* pursuits or dishonesty of an *insured*.

c. Defense:

- (1) *We* may make any investigation and settle any claim or suit that *we* decide is appropriate. *Our* obligation to defend claims or suits ends when the amount *we* pay for the loss equals *our* limit of liability.
- (2) If claim is made or a suit is brought against an *insured* for liability under the Credit Card or Bank Fund Transfer Card coverage, *we* will provide a defense. This defense is at *our* expense by counsel of *our* choice.
- (3) *We* have the option to defend at *our* expense an *insured* or an *insured's* bank against any suit for the enforcement of payment under the Forgery coverage.

7. **Power Interruption.** *We* will pay for accidental direct physical loss caused directly or indirectly by a change of temperature that results from power interruption that takes place on the *residence premises*. The power interruption must be caused by a *loss insured* occurring on the *residence premises*. The power lines off the *residence premises* must remain energized. This coverage does not increase the limit applying to the damaged property.

8. **Refrigerated Products.** Coverage B is extended to cover the contents of deep freeze or refrigerated units on the *residence premises* for loss due to power failure or mechanical failure. If mechanical failure or power failure is known to *you*, all reasonable means

must be used to protect the property insured from further damage or this coverage is void. Power failure or mechanical failure does not include:

- a. removal of a plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a **loss insured**.

This coverage does not increase the limit applying to the damaged property.

9. **Arson Reward.** We will pay \$1,000 for information that leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit will not be increased regardless of the number of persons providing information.
10. **Volcanic Action.** We will pay for accidental direct physical loss to a covered **building structure** or covered property contained in a **building structure** resulting from the eruption of a volcano when the loss is directly and immediately caused by:
 - a. airborne volcanic shock waves;
 - b. ash, dust, or particulate matter; or
 - c. lava flow.

We will also pay for the removal of that ash, dust, or particulate matter that has caused accidental direct physical loss to a covered **building structure** or covered property contained in a **building structure**.

All volcanic eruptions that occur within any 168-hour period will be considered one volcanic eruption.

This coverage does not increase the limit applying to the damaged property.

11. **Collapse.** We will pay for accidental direct physical loss to covered property involving the abrupt, entire collapse of a **building structure** or any part of a **building structure**.
 - a. Collapse means the abrupt and entire falling down, caving in, or falling into pieces of a **building structure** or any part of a **building structure**. Collapse does not include any of the following:
 - (1) settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending;

- (2) substantial structural impairment;
- (3) imminent or threatened collapse;
- (4) a **building structure** or any part of a **building structure** that is in danger of falling down or caving in; or
- (5) a part of a **building structure** that is standing even if:
 - (a) it has separated from another part of the **building structure**; or
 - (b) it shows evidence of settling, cracking, crumbling, deterioration, shrinking, bulging, expansion, sagging, bowing, leaning, or bending.

- b. The collapse must be directly and immediately caused by one or more of the following:

- (1) perils described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**. These perils apply to **building structures** covered under Coverage A or Coverage B for loss insured by this Additional Coverage;
- (2) decay or deterioration of, or damage from animals, birds, or insects to:
 - (a) a connector; or
 - (b) a structural member of a **building structure**;

The decay, deterioration, or damage must be hidden from view and unknown to all **insureds** prior to the collapse;

- (3) weight of contents, equipment, animals, or people;
- (4) weight of ice, snow, sleet, or rain that collects on a roof, porch, or deck; or
- (5) use of defective material or methods in the construction (includes remodeling or renovation) of the **building structure**, if the collapse occurs during the course of the construction of the **building structure**.

Loss to awnings, fences, patios, pavement, swimming pools, underground pipes, flues, drains, cesspools, septic tanks, foundations (including slabs, basement walls, and crawl space walls), retaining walls, bulkheads, piers, wharfs,

docks, trellises, or antennas and their supporting structures is not included under items (2), (3), and (4) immediately above unless the loss is the direct and immediate result of the collapse of a **building structure** or any part of a **building structure**.

This coverage does not increase the limit applying to the damaged property.

12. **Locks and Remote Devices.** *We* will pay up to \$1,000 for each loss for the reasonable expenses *you* incur to rekey, replace, recode, program, or reprogram locks on exterior doors to the **dwelling** or other structures located on the **residence premises** when the keys or remote devices used with those doors are part of a covered theft loss. This coverage includes remote devices designed solely for locking, unlocking, opening, or closing doors, including garage doors and gates.

No deductible applies to this coverage.

13. **Fuel Oil Release.** *We* will pay up to \$10,000 for each loss for accidental direct physical loss to covered property caused by the abrupt and accidental escape of liquid fuel oil from a fixed household tank, apparatus, or pipes that are part of a heating unit for the **dwelling**. This includes damage to covered property resulting from an accidental spill or overflow of fuel oil in the course of filling a fixed household tank.

This coverage includes surface clean up only. *We* will not pay for:

- the cost to repair or replace the fuel oil tank, apparatus, and pipes; or
- the cost of testing, monitoring, removing, treating, or detoxifying of soil, air, or water.

This coverage does not increase the limit applying to the damaged property.

14. **Home Certification.** If damage to covered property is caused by a **loss insured**, *we* will pay the reasonable increase in cost to repair or replace only the damaged property to maintain the **dwelling's** FORTIFIED HOME or FORTIFIED FOR SAFER LIVING certification in place at the time of the loss. This coverage does not increase the limit applying to the damaged property.

We will not pay:

- any increase in cost until the repair or replacement of the property is complete; or
- for increased costs resulting from enforcement of any ordinance or law regulating the construction or repair of the **dwelling** except as provided under **OPTIONAL POLICY PROVISIONS, Option OL – Building Ordinance or Law**.

This coverage does not apply if Loss Settlement provision A2 – Replacement Cost Loss Settlement – Common Construction is shown in the **Declarations**.

INFLATION COVERAGE

The limits of liability shown in the **Declarations** for Coverage A, Coverage B, and when applicable, Option ID will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

- divide the index on that date by the index as of the effective date of this Inflation Coverage provision; then
- multiply the resulting factor by the limits of liability for Coverage A, Coverage B, and Option ID separately.

The limits of liability will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy the Coverage A limit of liability is changed at *your* request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I – LOSSES INSURED

COVERAGE A – DWELLING

We will pay for accidental direct physical loss to the property described in Coverage A, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and *we* will not pay for, any **diminution in value**.

COVERAGE B – PERSONAL PROPERTY

We will pay for accidental direct physical loss to the property described in Coverage B caused by the following perils, unless the loss is excluded or limited in **SECTION I – LOSSES NOT INSURED** or otherwise excluded or limited in this policy. However, loss does not include and *we* will not pay for, any **diminution in value**.

1. **Fire or lightning.**

2. **Windstorm or hail.** This peril does not include loss to property contained in a structure caused by rain, snow, sleet, sand, or dust. This limitation does not apply when the direct force of wind or hail damages the structure causing an opening in a roof or wall and the rain, snow, sleet, sand, or dust enters through this opening.

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while inside a **building structure**.

3. **Explosion.**

4. **Riot or civil commotion.**

5. **Aircraft**, including self-propelled missiles and spacecraft.

6. **Vehicles**, meaning accidental direct physical loss to covered property caused by the weight, force, power, or movement of a vehicle.

a. This includes:

- (1) the impact of a vehicle;
- (2) an object propelled from the tire or body of a vehicle;
- (3) the upset or collision of a vehicle with a stationary object or other vehicle, including damage to personal property carried on the exterior of the vehicle; or
- (4) a vehicle door or trunk lid being closed on personal property.

b. This peril does not include loss:

- (1) to personal property that falls off a vehicle and strikes the ground, any other surface, or any object;
- (2) caused by shifting of the load being carried in or on a vehicle; or
- (3) to the vehicle itself unless the vehicle is property covered under **COVERAGE B — PERSONAL PROPERTY** and the loss is caused by the weight, force, power, or movement of another vehicle.

7. **Smoke**, meaning abrupt and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. **Vandalism or malicious mischief**, meaning only willful and malicious damage to or destruction of property.

9. **Theft**, including attempted theft and loss of property from a known location when it is probable that the property has been stolen.

This peril does not include:

- a. loss of a precious or semi-precious stone from its setting;
- b. loss caused by theft:
 - (1) committed by an **insured** or by any other person regularly residing on the **insured location**. Property of a student who is an **insured** is covered while located at a residence away from the **residence premises**, if the theft is committed by a person who is not an **insured**;
 - (2) in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied; or
 - (3) from the part of a **residence premises** rented to others:
 - (a) caused by a tenant, members of the tenant's household, or the tenant's employees unless the **residence premises** is rented, either completely or in part, for exclusive use as a residence, for no more than 30 nights in the 12-month period prior to the date of the loss;
 - (b) of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins, and medals;
 - (c) of securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards, and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes,

manuscripts, passports, tickets, and stamps; or

- (d) of jewelry, watches, fur garments and garments trimmed with fur, and precious and semi-precious stones; or

c. loss caused by theft that occurs away from the **residence premises** of:

- (1) property while at any other residence owned, rented to, or occupied by an **insured**, except while an **insured** is temporarily residing there. Property of a student who is an **insured** is covered while at a residence away from the **residence premises**;
- (2) watercraft of all types, including their furnishings, equipment, and outboard motors; or
- (3) trailers and campers designed to be pulled by or carried on a vehicle.

If the **residence premises** is a newly acquired principal residence, property in the immediate past principal residence will not be considered property away from the **residence premises** for the first 30 days after the inception of this policy.

- 10. **Falling objects.** This peril does not include loss to property contained in a structure unless the roof or an exterior wall of the structure is first damaged by a falling object. Damage to the falling object itself is not included.
- 11. **Weight of ice, snow, or sleet** that causes damage to property contained in a structure.
- 12. **Abrupt and accidental discharge or overflow** of water, steam, or sewage from within a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the water, steam, or sewage escaped; or
- b. caused by or resulting from:
 - (1) freezing;
 - (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water that enters into and overflows from within a

sump pump, sump pump well, or any other system designed to remove subsurface water that is drained from the foundation area; or

- (3) the pressure from or presence of tree, shrub, or plant roots.

13. **Abrupt and accidental tearing asunder, cracking, burning, or bulging** of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss caused by or resulting from freezing.

14. **Freezing** of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system, or of a household appliance.

This peril does not include:

- a. loss to a portable hot tub or portable spa unless **you** have used reasonable care to prevent freezing; or
- b. loss on the **residence premises** unless **you** have used reasonable care to:
 - (1) maintain heat in the **building structure** at 55 degrees Fahrenheit or higher; or
 - (2) shut off the water supply and drain the system and appliances of water.

However, if the **building structure** is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the **building structure** at 55 degrees Fahrenheit or higher for coverage to apply.

15. **Abrupt and accidental damage** to electrical appliances, devices, fixtures, and wiring from an increase or decrease of artificially generated electrical current. **We** will pay up to \$3,000 under this peril for each damaged item described above.

16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass that is a part of a structure on the **residence premises**. **We** will not pay for loss or damage to the glass.

17. **Wild bears or deer**, meaning damage caused by wild bears or deer to property located in a **building structure**.

SECTION I – LOSSES NOT INSURED

1. **We** will not pay for any loss to the property described in Coverage A that is caused by one or more of the items below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:
 - a. collapse, except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Collapse**;
 - b. freezing of a plumbing, heating, air conditioning, or automatic fire protective sprinkler system or of a household appliance; or discharge, leakage, or overflow from within the system or appliance caused by freezing. This does not apply if **you** have used reasonable care to:
 - (1) maintain heat in the **building structure** at 55 degrees Fahrenheit or higher; or
 - (2) shut off the water supply and drain the system and appliances of water.

However, if the **building structure** is protected by an automatic fire protective sprinkler system, **you** must use reasonable care to continue the water supply and maintain heat in the **building structure** at 55 degrees Fahrenheit or higher for coverage to apply;
 - c. freezing, thawing, pressure, or weight of water, ice, snow, or sleet, whether driven by wind or not, to:
 - (1) a swimming pool, hot tub, or spa, including their covers, filtration, and circulation systems; or
 - (2) an awning, fence, pavement, patio, foundation (including slabs, basement walls, crawl space walls, and footings), retaining wall, bulkhead, pier, wharf, or dock;
 - d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and occupied;
 - e. theft, vandalism, malicious mischief, or breakage of glass and safety glazing materials if the dwelling is a **vacant dwelling**;
 - f. wear, tear, decay, marring, scratching, deterioration, inherent vice, latent defect, or mechanical breakdown;
 - g. corrosion, electrolysis, or rust;
 - h. **fungus** or wet or dry rot;
 - i. contamination or pollution, meaning the presence, discharge, dispersal, seepage, migration, release, or escape of contaminants or pollutants at or from any source. This does not apply if the presence, discharge, dispersal, seepage, migration, release, or escape is itself caused by a peril described in **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY**.
 - (1) Contaminants and pollutants include but are not limited to any:
 - (a) solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, asbestos, or lead;
 - (b) contaminants or pollutants resulting from any natural resource extraction activities; or
 - (c) fuel oil except as specifically provided in **SECTION I – ADDITIONAL COVERAGES, Fuel Oil Release**.
 - (2) **We** also will not pay for:
 - (a) losses arising from contamination or pollution caused by or resulting from defective building materials, nuclear substances, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed;
 - (b) the cost to extract contaminants or pollutants from land, water, or air, or the cost to remove, restore, or replace contaminated or polluted land, water, or air; or
 - (c) the cost of testing, monitoring, cleaning, removing, containing, treating, detoxifying, neutralizing, remediating,

disposing of, or assessing the effects of contaminants or pollutants;

- j. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations (including slabs, basement walls, crawl space walls, and footings), walls, floors, roofs, or ceilings;

- k. all animals, birds, or insects.

(1) This includes:

- (a) nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects;
- (b) costs to remove animals, birds, or insects from the covered property; and
- (c) costs to prevent the animals, birds, or insects from returning to the property;

(2) However, **we** will pay for:

- (a) losses caused by wild bears or deer; and
- (b) the breakage of glass or safety glazing material that is a part of a **building structure**, when caused by animals, birds, or insects; or

- l. pressure from or presence of tree, shrub, or plant roots.

However, **we** will pay for any resulting loss from items a. through k. unless the resulting loss is itself a Loss Not Insured as described in this Section.

- 2. **We** will not pay for, under any part of this policy, any loss that is caused by one or more of the items below, regardless of whether the loss occurs abruptly or gradually, involves isolated or widespread damage, occurs on or off the **residence premises**, arises from any natural or external forces, or occurs as a result of any combination of these:

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a **building structure** or other structure.
- b. **Earth Movement**, meaning the sinking, rising, shifting, expanding, or contracting of earth, all regardless of whether combined with water, sewage, or any material carried by, or otherwise

moved by the earth. Earth movement includes but is not limited to:

- (1) earthquake;
- (2) landslide, mudslide, or mudflow;
- (3) sinkhole or subsidence;
- (4) movement resulting from:
 - (a) improper compaction;
 - (b) site selection;
 - (c) natural resource extraction activities; or
 - (d) excavation;
- (5) erosion;
- (6) pressure by surface or subsurface earth or fill; or
- (7) any volcanic activity, except as specifically provided in **SECTION 1 – ADDITIONAL COVERAGES, Volcanic Action**.

However, **we** will pay for any accidental direct physical loss by fire resulting from earth movement, provided the resulting fire loss is itself a **loss insured**.

- c. **Water**, meaning:

- (1) flood;
- (2) surface water. This does not include water solely caused by the release of water from a swimming pool, spigot, sprinkler system, hose, or hydrant;
- (3) waves (including tidal wave, tsunami, and seiche);
- (4) tides or tidal water;
- (5) overflow of any body of water (including any release, escape, or rising of any body of water, or any water held, contained, controlled, or diverted by a dam, levee, dike, or any type of water containment, diversion, or flood control device);
- (6) spray or surge from any of the items c.(1) through c.(5) described above, all whether driven by wind or not;

- (7) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water or sewage that enters into and overflows from within a sump pump, sump pump well, or any other system designed to remove sub-surface water that is drained from the foundation area;
- (8) water or sewage below the surface of the ground, including water or sewage that exerts pressure on, or seeps or leaks through a **building structure**, sidewalk, driveway, swimming pool, or other structure;
- (9) seepage or leakage of water, steam, or sewage that occurs or develops over a period of time:
 - (a) and is:
 - (i) continuous;
 - (ii) repeating;
 - (iii) gradual;
 - (iv) intermittent;
 - (v) slow; or
 - (vi) trickling; and
 - (b) from a:
 - (i) heating, air conditioning, or automatic fire protective sprinkler system;
 - (ii) household appliance; or
 - (iii) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings, or floors.

We also will not pay for losses arising from condensation or the presence of humidity, moisture, or vapor that occurs or develops over a period of time; or

- (10) material carried or otherwise moved by any of the water or sewage, as described in items c.(1) through c.(9) above.

However, **we** will pay for any accidental direct physical loss by fire, explosion, or theft resulting from water, provided the resulting loss is itself a **loss insured**.

- d. **Neglect**, meaning neglect of the **insured** to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.
 - e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental.
 - f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke.
 - g. **Intentional Losses**. If any **insured** intentionally causes or procures a loss to property covered under this policy, **we** will not pay any **insured** for this loss. This applies regardless of whether the **insured** is charged with or convicted of a crime.
- This does not apply to an **insured** who did not participate in, cooperate in, or contribute to causing or procuring the loss.
- 3. **We** will not pay for, under any part of this policy, any loss caused by one or more of the items below:
 - a. conduct, act, failure to act, or decision of any person, group, organization, or governmental body whether intentional, wrongful, negligent, or without fault;
 - b. defect, weakness, inadequacy, fault, or unsoundness in:
 - (1) planning, zoning, development, surveying, or siting;
 - (2) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, or compaction;

- (3) materials used in repair, construction, renovation, remodeling, grading, or compaction; or
 - (4) maintenance;
- of any property (including land, structures, or improvements of any kind) whether on or off the *residence premises*; or

- c. weather conditions.

However, this exclusion applies only if the physical loss is a loss described in paragraphs 1. or 2. above.

- 4. **We** will not pay for, under any part of this policy, any loss consisting of the items in paragraphs 1., 2., or 3. This exclusion does not apply if the loss is caused by a peril which is not otherwise excluded.

SECTION I – LOSS SETTLEMENT

Only the **Loss Settlement Provisions** shown in the **Declarations** apply. **We** will settle covered property losses according to the following. However, the valuation of any covered property losses does not include, and **we** will not pay, any amount for *diminution in value*.

COVERAGE A – DWELLING

- 1. **A1 – Replacement Cost Loss Settlement – Similar Construction.**

We will pay up to the applicable limit of liability shown in the **Declarations**, the reasonable and necessary cost to repair or replace with similar construction and for the same use on the premises shown in the **Declarations**, the damaged part of the property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE A – DWELLING**. There will be no deduction for depreciation.

We will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of a *building structure* or other structure, except as provided under **OPTIONAL POLICY PROVISIONS, Option OL – Building Ordinance or Law**.

- 2. **A2 – Replacement Cost Loss Settlement – Common Construction.**

We will pay up to the applicable limit of liability shown in the **Declarations**, the reasonable and necessary cost to repair or replace with common construction and for the same use on the premises shown in the **Declarations**, the damaged part of the property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE A – DWELLING**. There will be no deduction for depreciation. **Our** payment will be subject to the following:

- a. **we** will pay only for repair or replacement of the damaged part of the property with common construction techniques and materials commonly used by the building trades in standard new construction. **We** will not pay the cost to repair or replace obsolete, antique, or custom construction with like kind and quality; and
- b. **we** will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair, or demolition of a *building structure* or other structure, except as provided under **OPTIONAL POLICY PROVISIONS, Option OL – Building Ordinance or Law**.

COVERAGE B – PERSONAL PROPERTY

- 1. **B1 – Limited Replacement Cost Loss Settlement.**

- a. **We** will pay the cost to repair or replace property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE B – PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:
 - (1) until repair or replacement is completed, **we** will pay only the *actual cash value* of the damaged property;
 - (2) after repair or replacement is completed, **we** will pay the difference between the *actual cash value* and the cost **you** have actually and necessarily spent to repair or replace the property; and
 - (3) if property is not repaired or replaced within two years after the date of loss, **we** will pay only the *actual cash value*.
- b. **We** will pay market value at the time of loss for:

- (1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles;
- (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items; and
- (3) property not useful for its intended purpose.

However, **we** will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) **our** cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in this policy; or
- (4) any applicable Coverage B limit of liability.

2. B2 – Depreciated Loss Settlement.

- a. **We** will pay the **actual cash value** for property covered under **SECTION I – PROPERTY COVERAGES, COVERAGE B – PERSONAL**

PROPERTY, except for property listed in item b. below.

- b. **We** will pay market value at the time of loss for:

- (1) antiques, fine arts, paintings, statuary, and similar articles which by their inherent nature cannot be replaced with new articles;
- (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs, and collectors items; and
- (3) property not useful for its intended purpose.

However, **we** will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) **our** cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special limit of liability described in this policy; or
- (4) any applicable Coverage B limit of liability.

SECTION I – CONDITIONS

- 1. **Insurable Interest and Limit of Liability.** Even if more than one person has an insurable interest in the property covered, **we** will not be liable:

- a. to the **insured** for an amount greater than the **insured's** interest; or
- b. for more than the applicable limit of liability.

- 2. **Your Duties After Loss.** After a loss to which this insurance may apply, **you** must cooperate with **us** in the investigation of the claim and also see that the following duties are performed:

- a. give immediate notice to **us** or **our** agent and also notify:
 - (1) the police if the loss is caused by theft, vandalism, or any other criminal act; and
 - (2) the credit card company or bank if the loss involves a credit card or bank fund transfer card;
- b. protect the property from further damage or loss and also:

- (1) make reasonable and necessary temporary repairs required to protect the property; and

- (2) keep an accurate record of repair expenses;

- c. prepare an inventory of damaged or stolen personal property:

- (1) showing in detail the quantity, description, age, replacement cost, and amount of loss; and

- (2) attaching all bills, receipts, and related documents that substantiate the figures in the inventory;

- d. as often as **we** reasonably require:

- (1) exhibit the damaged property;
- (2) provide **us** with any requested records and documents and allow **us** to make copies;

- (3) while not in the presence of any other **insured**:

- (a) give statements; and
- (b) submit to examinations under oath; and

- (4) produce employees, members of the *insured's* household, or others for examination under oath to the extent it is within the *insured's* power to do so; and
- e. submit to *us*, within 60 days after the loss, *your* signed, sworn proof of loss that sets forth, to the best of *your* knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of the *insured* and all others in the property involved and all encumbrances on the property;
 - (3) other insurance that may cover the loss;
 - (4) changes in title or occupancy of the property during the term of this policy;
 - (5) specifications of any damaged structure and detailed estimates for repair of the damage;
 - (6) an inventory of damaged or stolen personal property described in 2.c.;
 - (7) receipts for additional living expenses incurred and records supporting the fair rental value loss; and
 - (8) evidence or affidavit supporting a claim under **SECTION I – ADDITIONAL COVERAGES, Credit Card, Bank Fund Transfer Card, Forgery, and Counterfeit Money** coverage, stating the amount and cause of loss.
3. **Loss to a Pair or Set.** In case of loss to a pair or set, *we* may choose to:
 - a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between the depreciated value of the property before the loss and the depreciated value of the property after the loss.
4. **Appraisal.** If *you* and *we* fail to agree on the amount of loss, either party can demand that the amount of the loss be set by appraisal. Only *you* or *we* may demand appraisal. A demand for appraisal must be in writing. *You* must comply with **SECTION I – CONDITIONS, Your Duties After Loss** before making a demand for appraisal. At least 10 days before demanding appraisal, the party seeking appraisal must provide the other party with written, itemized documentation of a specific dispute as to the amount of the loss, identifying separately each item being disputed.
 - a. Each party will select a competent, disinterested appraiser and notify the other party of the appraiser's identity within 20 days of receipt of the written demand for appraisal.
 - b. The appraisers will then attempt to set the amount of the loss of each item in dispute as specified by each party, and jointly submit to each party a written report of agreement signed by them. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.

The written report of agreement will set the amount of the loss of each item in dispute and will be binding upon *you* and *us*.
 - c. If the two appraisers fail to agree upon the amount of the loss within 30 days, unless the period of time is extended by mutual agreement, they will select a competent, disinterested umpire and will submit their differences to the umpire. If the appraisers are unable to agree upon an umpire within 15 days:
 - (1) *you* or *we* may make a written application for a judge of a court of record in the same state and county (or city if the city is not within a county) where the **residence premises** is located to select an umpire;
 - (2) the party requesting the selection described in item c.(1) must provide the other party:
 - (a) written notice of the intent to file, identifying the specific location and identity of the court at least 10 days prior to submission of the written application; and
 - (b) a copy of the written application; and
 - (3) a written report of agreement, as required in item b., signed by any two (appraisers or appraiser and umpire) will set the amount of the loss of each item in dispute and will

- be binding upon **you** and **us**. In all instances the written report of agreement will be itemized and state separately the **actual cash value**, replacement cost, and if applicable, the market value of each item in dispute.
- d. To qualify as an appraiser or umpire for a loss to property described in **COVERAGE A – DWELLING**, a person must be one of the following and be licensed or certified as required by the applicable jurisdiction:
 - (1) an engineer or architect with experience and training in building construction, repair, estimating, or investigation of the type of property damage in dispute;
 - (2) an adjuster or public adjuster with experience and training in estimating the type of property damage in dispute; or
 - (3) a contractor with experience and training in the construction, repair, and estimating of the type of property damage in dispute.
 - e. A person may not serve as an appraiser or umpire if that person, any employee of that person, that person's employer, or any employee of their employer:
 - (1) has performed services for either party with respect to the claim at issue in the appraisal; or
 - (2) has a financial interest in the outcome of the claim at issue in the appraisal.
 - f. Each party will be responsible for the compensation of their selected appraiser. Reasonable expenses of the appraisal and the reasonable compensation of the umpire will be paid equally by **you** and **us**.
 - g. **You** and **we** do not waive any rights by demanding or submitting to an appraisal, and retain all contractual rights to determine if coverage applies to each item in dispute.
 - h. Appraisal is only available to determine the amount of the loss of each item in dispute. The appraisers and the umpire have no authority to decide:
 - (1) any other questions of fact;
 - (2) questions of law;
 - (3) questions of coverage;
 - (4) other contractual issues; or
 - (5) to conduct appraisal on a class-wide basis.
 - i. Appraisal is a non-judicial proceeding and does not provide for or require arbitration. Neither party will be awarded attorney fees. The appraisal award may not be entered as a judgment in a court.
 - j. A party may not demand appraisal after that party brings suit or action against the other party relating to the amount of loss.
5. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, **we** will pay only **our** share of the loss. **Our** share is the proportion of the loss that the applicable limit under this policy bears to the total amount of insurance covering the loss.
 6. **Suit Against Us.** No action will be brought against **us** unless there has been full compliance with all of the policy provisions. Any action by any party must be started within two years from the time the cause of action accrues.
 7. **Our Option.** **We** may repair or replace any part of the property damaged or stolen with similar property. Any property **we** pay for or replace becomes **our** property.
 8. **Loss Payment.** **We** will adjust all losses with **you**. **We** will pay **you** unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after **we** receive **your** proof of loss or there is a filing of an appraisal award with **us**. **We** will pay the amount finally agreed upon no later than 15 working days after **we** reach agreement with **you** in settlement of all or part of any claim.
 9. **Abandonment of Property.** **We** need not accept any property abandoned by an **insured**.
 10. **Mortgagee Clause.** The word "mortgagee" includes trustee.
 - a. If a mortgagee is named in this policy, any loss payable under Coverage A will be paid to the mortgagee and **you**, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

- b. If **we** deny **your** claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
- (1) notifies **us** of any change in ownership, occupancy, or substantial change in risk of which the mortgagee is aware;
 - (2) pays on demand any premium due under this policy, if **you** have not paid the premium; and
 - (3) submits a signed, sworn statement of loss within 60 days after receiving notice from **us** of **your** failure to do so. Policy conditions relating to **Appraisal, Suit Against Us, and Loss Payment** apply to the mortgagee.
- c. If **we** cancel this policy, the mortgagee will be notified at least 10 days before the date cancellation takes effect. Proof of mailing will be proof of notice.
- d. If **we** pay the mortgagee for any loss and deny payment to **you**:
- (1) **we** are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) at **our** option, **we** may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, **we** will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- e. Subrogation does not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
11. **No Benefit to Bailee.** **We** will not recognize an assignment or grant coverage for the benefit of a person or organization holding, storing, or transporting property for a fee. This applies regardless of any other provision of this policy.
12. **Recovered Property.** If either **you** or **we** recover any property after loss settlement, that party must give the other prompt notice. At **your** option, **you** may keep the property or **we** will return it to **you**. Otherwise, it will become **our** property. If **you** choose to keep the property, the loss payment will be adjusted based on the amount **you** received for the recovered property.
13. **Assignment of Claim.** Assignment to another party of any of **your** rights or duties under this policy regarding any claim, or any part of any claim, will be void and **we** will not recognize any such assignment, unless **we** give **our** written consent. However, once **you** have complied with all policy provisions, **you** may assign to another party, in writing, payment of claim proceeds otherwise payable to **you**.

SECTION II – LIABILITY COVERAGES

COVERAGE L – PERSONAL LIABILITY

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage** to which this coverage applies, caused by an **occurrence**, **we** will:

1. pay up to **our** limit of liability for the damages for which the **insured** is legally liable. **We** will not pay for criminal restitution; and
2. provide a defense at **our** expense by counsel of **our** choice. **We** may make any investigation and settle any claim or suit that **we** decide is appropriate. **Our** obligation to defend any suit ends when the amount **we** pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals **our** limit of liability. **We** will not provide a defense to any **insured** for criminal prosecution or proceedings.

COVERAGE M – MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, rehabilitation, pharmaceuticals, orthopedic devices, prosthetic devices, and funeral services. This coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**;
2. to a person off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location** or the ways immediately adjoining;

- b. is caused by the activities of an *insured*;
 - c. is caused by a *residence employee* in the course of the *residence employee's* employment by an *insured*; or
 - d. is caused by an animal owned by or in the care of an *insured*; or
3. to a *residence employee* if the *occurrence* causing *bodily injury* occurs off the *insured location* and arises out of or in the course of the *residence employee's* employment by an *insured*.

SECTION II – ADDITIONAL COVERAGES

The following Additional Coverages are subject to all the terms, provisions, exclusions, and conditions of this policy.

We will pay for the following in addition to the limits of liability:

1. **Claim Expenses.** **We** will pay:
 - a. expenses **we** incur and costs taxed against an *insured* in suits **we** defend. Taxed costs do not include attorney fees;
 - b. premiums on bonds required in suits **we** defend, but not for bond amounts greater than the Coverage L limit. **We** are not obligated to apply for or furnish any bond;
 - c. reasonable expenses an *insured* incurs at **our** request. This includes actual loss of earnings (but not loss of other income) up to \$250 per day for aiding **us** in the investigation or defense of claims or suits;
 - d. interest the *insured* is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:
 - (1) that part of the damages **we** pay; or
 - (2) the Coverage L limit; and
 - e. interest on the entire judgment that accrues after entry of the judgment and before **we** pay or tender, or deposit in court that part of the judgment that does not exceed the limit of liability that applies.
2. **First Aid Expenses.** **We** will pay expenses for first aid to others incurred by an *insured* for *bodily injury*

covered under this policy. **We** will not pay for first aid to **you** or any other *insured*.

3. **Damage to Property of Others.**

- a. **We** will pay for *property damage* to property of others caused by the activities of an *insured*.
- b. **We** will not pay more than the smallest of the following amounts:
 - (1) replacement cost at the time of loss;
 - (2) full cost of repair; or
 - (3) the limit of liability shown in the *Declarations* for **Damage to Property of Others** for any one *occurrence*.
- c. **We** will not pay for *property damage*:
 - (1) for a loss that is recoverable under Section I of this policy. **We** also will not pay for any applicable deductible regardless of whether the amount of the loss exceeds the deductible;
 - (2) caused intentionally by an *insured* 13 years of age or older;
 - (3) to property, other than a rented golf cart, owned by, or rented to an *insured*, a tenant of an *insured*, or a resident in **your** household;
 - (4) arising out of:
 - (a) *business* pursuits;
 - (b) any act or omission in connection with a premises an *insured* owns, rents, or controls, other than the *insured location*;
 - (c) a condition on the *insured location* or the ways immediately adjoining; or
 - (d) the ownership, maintenance, or use of a *motor vehicle*, aircraft, or watercraft, including airboat, air cushion, personal watercraft, sail board, or similar type watercraft; or
 - (5) if a payment is made under **COVERAGE L – PERSONAL LIABILITY** for the same *property damage*.

SECTION II – EXCLUSIONS

1. Coverage L and Coverage M do not apply to:

a. **bodily injury** or **property damage** that:

- (1) was a result of a:
 - (a) willful and malicious; or
 - (b) criminal;
 act or omission of the **insured**;
- (2) was intended by the **insured**; or
- (3) would have been expected by the **insured** based on a reasonable person standard.

However, exclusions a.(2) and a.(3) above do not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

Exclusions a.(1), a.(2), and a.(3) above apply to all **bodily injury** or **property damage** even if the:

- (1) **bodily injury** or **property damage** was sustained by a different person, entity, or property than was expected or intended;
- (2) **bodily injury** or **property damage** was of a different kind, quality, or degree than was expected or intended;
- (3) **insured** lacked the mental capacity to control his or her conduct;
- (4) **insured** was not charged with or convicted of a criminal act or omission; or
- (5) **insured** was impaired by drugs or alcohol;

b. **bodily injury** or **property damage** arising out of **business** pursuits of any **insured**, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incident to non-**business** pursuits;

c. **bodily injury** or **property damage** arising out of the rental of any part of any premises by any **insured**. This exclusion does not apply:

- (1) to the rental of the **residence premises**:
 - (a) either completely or in part, for exclusive use as a residence, for up to 30

nights in the 12-month period prior to the date of the loss;

- (b) in part, for use as a permanent residence, by either one or two full-time roomers or boarders; or

- (c) in part, as an office, school, studio, or private garage;

- (2) when the **dwelling** on the **residence premises** is a two, three, or four family **dwelling** and **you** occupy one part and rent the other part to others;

- (3) to farm land (without buildings), rented to others, but not to exceed a total of 500 acres, regardless of the number of locations; or

- (4) to activities that are ordinarily incident to non-**business** pursuits;

d. **bodily injury** or **property damage** arising out of the rendering or failing to render professional services;

e. **bodily injury** or **property damage** arising out of any premises currently owned or rented to any **insured** which is not an **insured location**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**;

f. **bodily injury** or **property damage** arising out of the ownership, maintenance, use, loading, or unloading of:

- (1) an aircraft. This exclusion does not apply to the ownership, maintenance, use, loading, or unloading of unmanned aircraft systems used as model aircraft:

- (a) solely for recreational or hobby purposes;

- (b) designed to be operated within the visual line of sight of the operator and operated within the visual line of sight of the operator; and

(c) weighing not more than 55 pounds at the time of operation;

unless the ownership, maintenance, use, loading, or unloading of such aircraft results in:

- (a) **property damage** to any aircraft; or
- (b) **bodily injury or property damage** resulting from interference with an aircraft carrying people regardless of whether the **bodily injury or property damage** is sustained by people or property on the aircraft or not;

(2) a **motor vehicle** owned or operated by or rented or loaned to any **insured**; or

(3) a watercraft:

- (a) owned by or rented to any **insured** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
- (b) owned by or rented to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
- (c) powered by one or more outboard motors with more than 25 total horsepower owned by any **insured**;
- (d) designated as an airboat, air cushion, or similar type of craft; or
- (e) owned by any **insured** if it is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.

This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**. Exclusion f.(3) does not apply while the watercraft is on the **residence premises**;

g. **bodily injury or property damage** arising out of:

- (1) the entrustment by any **insured** to any person;
- (2) the supervision by any **insured** of any person;

(3) any liability statutorily imposed on any **insured**; or

(4) any liability assumed through an unwritten or written agreement by any **insured**;

with regard to the ownership, maintenance, or use of any aircraft, watercraft, or **motor vehicle** not covered under Section II of this policy;

h. **bodily injury or property damage** caused directly or indirectly by war, including undeclared war, or any warlike act including destruction, seizure, or use for a military purpose, or any consequence of these. Discharge of a nuclear weapon will be considered a warlike act even if accidental;

i. **bodily injury** to any **insured** within the meaning of part 9.a., 9.b., or 9.c. of the definition of **insured**.

This exclusion also applies to any claim made or suit brought against any **insured** within the meaning of part 9.a., 9.b., or 9.c. of the definition of **insured** to share damages with or repay someone else who may be obligated to pay damages because of the **bodily injury** sustained by any **insured** within the meaning of part 9.a., 9.b., or 9.c. of the definition of **insured**;

j. any claim made or suit brought against any **insured** by:

(1) any person in the care of any **insured** because of child care services provided by or at the direction of:

- (a) any **insured**;
- (b) any employee of any **insured**; or
- (c) any other person actually or apparently acting on behalf of any **insured**; or

(2) any person who makes a claim because of **bodily injury** to any person in the care of any **insured** because of child care services provided by or at the direction of:

- (a) any **insured**;
- (b) any employee of any **insured**; or
- (c) any other person actually or apparently acting on behalf of any **insured**.

This exclusion does not apply to the occasional child care services provided by any *insured*, or to the part-time child care services provided by any *insured* under 19 years of age;

- k. ***bodily injury or property damage*** arising out of an *insured's* participation in, or preparation or practice for, any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized land vehicle or motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power;

- l. ***bodily injury or property damage*** arising out of the use, sale, manufacture, distribution, delivery, transfer, or possession, by any *insured*, of any substance that is illegal or is a controlled substance under either federal or state law.

This exclusion does not apply to the legitimate use of legally prescribed drugs, under either federal or state law, by a person following orders of a licensed health care professional;

- m. ***bodily injury or property damage*** arising out of the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, escape of, or exposure to contaminants or pollutants at or from any source or location.

Contaminants and pollutants include but are not limited to any solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, fuel oil, asbestos, or lead.

This exclusion does not apply to ***bodily injury or property damage*** arising out of smoke or fumes caused by fire or explosion.

We also do not cover:

- (1) any loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that any *insured* or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of contaminants or pollutants;
- (2) any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because

of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of contaminants or pollutants; or

- (3) contamination or pollution arising out of actually or allegedly defective building materials, nuclear substances, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed;

- n. ***bodily injury or property damage*** arising out of any actual, alleged, or threatened:

- (1) sexual harassment, sexual molestation, or sexual misconduct;
- (2) physical or mental abuse; or
- (3) corporal punishment;

by the *insured*;

- o. ***bodily injury or property damage*** arising out of the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any *fungus* at or from any source or location.

We also do not cover any loss, cost, or expense arising out of any:

- (1) request, demand, order, or statutory or regulatory requirement that any *insured* or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of *fungus*; or
- (2) claim or suit for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of *fungus*; or

- p. ***bodily injury or property damage*** arising out of the ownership, maintenance, or use of systems and equipment used to generate electrical power exceeding 125 percent of the actual electrical power usage by the *residence premises* in the 12-month period prior to the date of the loss.

2. Coverage L does not apply to:

a. liability:

- (1) for **your** share of any loss assessment charged against all members of any type of association of property owners; or
- (2) imposed on or assumed by any **insured** through any unwritten or written contract or agreement. This exclusion does not apply to liability for damages that the **insured** would have in absence of the contract or agreement;

b. **property damage** to property owned by any **insured** at the time of the **occurrence**;

c. **property damage** to property rented to, used or occupied by, or in the care, custody, or control of any **insured** at the time of the **occurrence**. This exclusion does not apply to **property damage** caused by fire, smoke, explosion, or abrupt and accidental damage from water;

d. **bodily injury** to a person eligible to receive any benefits required to be provided or voluntarily provided by an **insured** under a workers' compensation, non-occupational disability, or occupational disease law;

e. **bodily injury or property damage** for which an **insured** under this policy is also an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors; or

f. **bodily injury or property damage** arising out of any real property any **insured** has sold or transferred. This includes but is not limited to **bodily injury or property damage** arising out of known, unknown, hidden, or alleged property conditions, problems, or defects.

This exclusion also applies to any **property damage** to the sold or transferred real property itself.

However, this exclusion does not apply to:

(1) **bodily injury** arising out of fire, smoke, explosion, electrocution, or carbon monoxide poisoning; or

(2) **property damage** arising out of fire, smoke, or explosion.

3. Coverage M does not apply to **bodily injury**:

a. to a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of the **residence employee's** employment by an **insured**;

b. to a person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability, or occupational disease law;

c. to a person other than a **residence employee** of an **insured**, regularly residing on any part of the **insured location**; or

d. from nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

SECTION II – CONDITIONS

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each **occurrence** for the policy period in which the **bodily injury or property damage** first occurs, regardless of the number of **insureds**, claims made, or persons injured. No additional limits or coverage will be available for the **occurrence** under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is **our** limit for all medical expenses for **bodily injury** to one person as the result of one accident.

2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition does not increase **our** limit of liability for any one **occurrence**.

3. **Duties After Loss.** In case of an accident or *occurrence*, the *insured* must cooperate with *us* in the investigation, settlement, or defense of any claim or suit and also perform the following duties that apply. *You* must cooperate with *us* in seeing that these duties are performed:
 - a. give written notice to *us* or *our* agent as soon as possible, which sets forth:
 - (1) the identity of this policy and the *insured*;
 - (2) reasonably available information on the time, place, and circumstances of the accident or *occurrence*; and
 - (3) names and addresses of any claimants and available witnesses;
 - b. immediately forward to *us* every notice, demand, summons, or other process relating to the accident or *occurrence*;
 - c. at *our* request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against a person or organization who may be liable to an *insured*;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - d. under **SECTION II – ADDITIONAL COVERAGES, Damage to Property of Others**, exhibit the damaged property if within the *insured's* control; and
 - e. the *insured* must not, except at the *insured's* own cost, voluntarily make payments, assume obligations, or incur expenses. This does not apply to expense for first aid to others at the time of the *bodily injury*.
4. **Coverage M Requirements.** We may require the following in regard to any Coverage M claim:
 - a. written proof of claim, under oath if required, as soon as possible from the injured person, or when appropriate, someone acting on behalf of that person;
 - b. the injured person's submission to physical examinations by a physician selected by *us* when and as often as *we* reasonably require; and
 - c. any authorizations from the injured person as *we* may require.
5. **Payment of Claim – Coverage M or Damage to Property of Others.** Payment under either of these is not an admission of liability by an *insured* or *us*.
6. **Suit Against Us.** No action will be brought against *us* unless there has been compliance with the policy provisions.
No one will have the right to join *us* as a party to an action against an *insured*. Further, no action with respect to Coverage L will be brought against *us* until the obligation of the *insured* has been determined by final judgment on the merits, after an actual trial or by an agreement signed by *us*; but *we* will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an *insured* will not relieve *us* of *our* obligation under this policy.
8. **Other Insurance – Coverage L.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTION I AND SECTION II – CONDITIONS

1. **Policy Period.** This policy applies only to loss under Section I or *bodily injury* or *property damage* under Section II that occurs during the period this policy is in effect.
2. **Concealment or Fraud.** This policy is void as to *you* and any other *insured* if *you* or any other *insured* under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.
3. **Liberalization Clause.** If *we* adopt any revision that would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.

4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by **us** to be valid. **Our** request for an appraisal or examination does not waive any of **our** rights.
5. **Cancellation.**
 - a. **You** may cancel this policy at any time by giving **us** advance written notice of the date cancellation is to take effect. **We** may waive the requirement that the notice be in writing by confirming the date and time of cancellation to **you** in writing.
 - b. **We** may cancel this policy only for the reasons stated in this condition. **We** will notify **you** in writing of the date cancellation takes effect. This cancellation notice may be delivered to **you**, or mailed to the last mailing address known to **us**. Proof of mailing will be sufficient proof of notice:
 - (1) When **you** have not paid the premium, **we** may cancel at any time by notifying **you** at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to **us** or **our** agent or under any finance or credit plan.
 - (2) When this policy has been in effect for less than 60 days and is not a renewal with **us**, **we** may cancel for any reason. **We** may cancel by notifying **you** at least 10 days before the date cancellation takes effect.
 - (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel:
 - (a) if there has been a material misrepresentation of fact that, if known to **us**, would have caused **us** not to issue this policy; or
 - (b) if the risk has changed substantially since this policy was issued.

We may cancel this policy by notifying **you** at least 30 days before the date cancellation takes effect.
 - (4) When this policy is written for a period longer than one year, **we** may cancel for any reason at anniversary. **We** may cancel by notifying **you** at least 30 days before the date cancellation takes effect.
 - c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. The return premium will be pro rata.
 - d. The return premium may not be refunded with the notice of cancellation or when this policy is returned to **us**. In such cases, **we** will refund it within a reasonable time after the date cancellation takes effect.
6. **Nonrenewal.** **We** may elect not to renew this policy. If **we** elect not to renew, a written notice will be delivered to **you**, or mailed to the last mailing address known to **us**. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.
7. **Assignment of Policy.** Assignment of this policy will be void and **we** will not recognize any such assignment, unless **we** give **our** written consent.
8. **Subrogation and Reimbursement.**
 - a. **Subrogation.**
 - (1) Applicable to SECTION I:
If any **insured** to or for whom **we** make payment under this policy has rights to recover damages from another, those rights are transferred to **us** to the extent of **our** payment. That **insured** must do everything necessary to secure **our** rights and must do nothing after loss to impair them. However before a loss, an **insured** may waive in writing all rights of recovery against any person.
 - (2) Applicable to SECTION II:
If any **insured** has rights to recover all or part of any payment **we** have made under this policy, those rights are transferred to **us**. An **insured** must do nothing after loss to impair them. At **our** request, an **insured** will bring suit or transfer those rights to **us** and help **us** enforce them.

Subrogation does not apply under Section II to **Medical Payments to Others** or **Damage to Property of Others**.

b. **Reimbursement.**

If **we** make payment under this policy and any **insured** to or for whom **we** make payment recovers or has recovered from another person or organization, then the **insured** to or for whom **we** make payment must:

- (1) hold in trust for **us** the proceeds of any recovery; and
- (2) reimburse **us** to the extent of **our** payment.

9. **Death. If you die:**

a. **we** insure the legal representative of the deceased. This condition applies only with respect to the premises and property of the deceased covered under this policy at the time of death;

b. **insured** includes:

- (1) any member of **your** household who is an **insured** at the time of **your** death, but only while a resident of the **residence premises**; and
- (2) with respect to **your** property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

10. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the state in which this policy is issued, the law of the state will apply.

11. **Premium.**

- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued **Declarations**.
- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles, and other elements that affect the premium applicable at the time of renewal.
- c. The premium for this policy may vary based upon:

(1) the purchase of other products or services from the **State Farm Companies**;

(2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or

(3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which **you** are a member, employee, subscriber, licensee, or franchisee.

d. **Your** purchase of this policy may allow:

(1) **you** to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or

(2) the premium or price for other products or services purchased by **you**, including non-insurance products or services, to vary. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization.

12. **Right to Inspect.**

a. **We** have the right but are not obligated to perform the following:

(1) make inspections and surveys of the **insured location** at any time;

(2) provide **you** with reports on conditions **we** find; or

(3) recommend changes.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

b. **We** do not:

- (1) make safety inspections;
- (2) undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;
- (3) warrant that conditions are safe or healthful; or
- (4) warrant that conditions comply with laws, regulations, codes, or standards.

This condition applies to **us** and to any rating, advisory, rate service, or similar organization that makes insurance inspections, surveys, reports, or recommendations on **our** behalf.

13. **Joint and Individual Interests.** When there are two or more Named Insureds, each acts for all to cancel or change this policy.14. **Change of Policy Address.** **We** may change the Named Insured's policy address as shown in the **Declarations** and in **our** records to the most recent address provided to **us** by:

- a. **you**; or
- b. the United States Postal Service.

15. **Electronic Delivery.** With **your** consent, **we** may electronically deliver any document or notice, including a notice to renew, nonrenew, or cancel, instead of mailing it or delivering it by other means. Proof of transmission will be sufficient proof of notice.16. **Our Rights Regarding Claim Information.**

- a. **We** will collect, receive, obtain, use, and retain all the items described in item b.(1) below and use and retain the information described in item b.(3)(b) below, in accordance with applicable federal and state laws and regulations and consistent with the performance of **our** business functions.
- b. Subject to 16.a. above, **we** will not be restricted in or prohibited from:
 - (1) collecting, receiving, or obtaining records, receipts, invoices, medical bills, medical

records, wage information, salary information, employment information, data, and any other information;

- (2) using any of the items described in item b.(1) above; or

- (3) retaining:

- (a) any of the items in item b.(1) above; or
- (b) any other information **we** have in **our** possession as a result of **our** processing, handling, or otherwise resolving claims submitted under this policy.

c. **We** may disclose any of the items in b.(1) above and any of the information described in item b.(3)(b) above:

- (1) to enable performance of **our** business functions;
- (2) to meet **our** reporting obligations to insurance regulators;
- (3) to meet **our** reporting obligations to insurance data consolidators;
- (4) to meet other obligations required by law; and
- (5) as otherwise permitted by law.

d. **Our** rights under 16.a., 16.b., and 16.c. above will not be impaired by any:

- (1) authorization related to any claim submitted under this policy; or
- (2) act or omission of an **insured** or a legal representative acting on an **insured's** behalf.

17. **Duties Regarding Claim Information.** An **insured** or a legal representative acting on an **insured's** behalf must provide **us** with any requested authorizations related to the claim. **Our** rights as set forth under **Our Rights Regarding Claim Information** of this policy will not be impaired by any:

- a. authorization related to the claim; or
- b. act or omission of an **insured** or a legal representative acting on an **insured's** behalf.

OPTIONAL POLICY PROVISIONS

Each Optional Policy Provision applies only as shown in the **Declarations** and is subject to all the terms, provisions, exclusions, and conditions of this policy.

Option AI – Additional Insured. The definition of **insured** is extended to include the person or organization shown in the **Declarations** as an Additional Insured or whose name is on file with **us**. Coverage is with respect to:

1. **SECTION I – Coverage A, Coverage B, or Coverage C;** or
2. **SECTION II – Coverage L and Coverage M** but only with respect to the **residence premises**. This coverage does not apply to **bodily injury** to an employee arising out of or in the course of the employee's employment by the person or organization.

This option applies only with respect to the location shown in the **Declarations**.

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,500 limit is replaced with the amount shown in the **Declarations** for this option.

Option BU – Business Pursuits. SECTION II – EXCLUSIONS, item 1.b. is modified as follows:

1. Section II coverage applies to the **business** pursuits of an **insured** who is a:
 - a. clerical office employee, salesperson, collector, messenger; or
 - b. teacher (except college, university, and professional athletic coaches), school principal, or school administrator;

while acting within the scope of the above listed occupations.

2. However, no coverage is provided:
 - a. for **bodily injury** or **property damage** arising out of a **business** owned or financially controlled by the **insured** or by a partnership of which the **insured** is a partner or member;

- b. for **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature (other than teaching or school administration). This exclusion includes but is not limited to:

- (1) computer programming, architectural, engineering, or industrial design services;
- (2) medical, surgical, dental, or other services or treatment conducive to the health of persons or animals; and
- (3) beauty or barber services or treatment;

- c. for **bodily injury** to a fellow employee of the **insured** injured in the course of employment; or

- d. when the **insured** is a member of the faculty or teaching staff of a school or college:

- (1) for **bodily injury** or **property damage** arising out of the maintenance, use, loading, or unloading of:

- (a) draft or saddle animals, including vehicles for use with them; or

- (b) aircraft, **motor vehicles**, recreational **motor vehicles** or watercraft, airboats, air cushions, or personal watercraft which use a water jet pump powered by an internal combustion engine as the primary source of propulsion;

owned, operated, or hired by or for the **insured** or employer of the **insured** or used by the **insured** for the purpose of instruction in the use thereof; or

- (2) under **Coverage M** for **bodily injury** to a student arising out of corporal punishment administered by or at the direction of the **insured**.

Option FA – Firearms. Firearms are covered for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. **We** will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
 - a. mechanical breakdown, wear and tear, or gradual deterioration;
 - b. all animals, birds, or insects, including nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects. However, **we** will pay for losses caused by wild bears or deer;
 - c. any process of refinishing, renovating, or repairing;
 - d. dampness of atmosphere or extremes of temperatures;
 - e. inherent defect or faulty manufacture;
 - f. rust, fouling, or explosion of firearms;
 - g. breakage, marring, scratching, tearing, or denting unless caused by fire, thieves, or accidents to conveyances; or
 - h. infidelity of an **insured's** employees or persons to whom the insured property may be entrusted or rented;
2. **Our** limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
3. **Our** limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and
4. **Our** limits for loss by any covered peril except those in items 2. and 3. above are those shown in the **Declarations** for this option.

Option ID – Increased Dwelling Limit. **We** will settle losses to damaged **building structures** covered under **COVERAGE A – DWELLING** according to the **Loss Settlement Provision** shown in the **Declarations**.

If the reasonable and necessary cost to repair or replace damaged **building structures** exceeds the applicable limit of liability shown in the **Declarations**, **we** will pay the additional amounts not to exceed:

1. the Option ID limit of liability shown in the **Declarations** to repair or replace the **dwelling**; or

2. 10% of the Option ID limit of liability to repair or replace **building structures** covered under **COVERAGE A – DWELLING, Other Structures**.

Report Increased Values. **You** must notify **us** within 90 days of the start of construction on any new **building structure** costing \$5,000 or more; or any additions to or remodeling of **building structures** that increase their values by \$5,000 or more. **You** must pay any additional premium due for the increased value. **We** will not pay more than the applicable limit of liability shown in the **Declarations** if **you** fail to notify **us** of the increased value within 90 days.

Option IO – Incidental Business. The coverage provided by this option applies only to that incidental **business** occupancy on file with **us**.

1. **COVERAGE A – DWELLING, Other Structures**, item 2.b, is deleted.
 2. **COVERAGE B – PERSONAL PROPERTY** is extended to include equipment, supplies, and furnishings usual and incidental to this **business** occupancy. This Optional Policy Provision does not include electronic data processing system equipment or the recording or storage media used with that equipment or merchandise held as samples or for sale or for delivery after sale.
- The Option IO limits are shown in the **Declarations**. The first limit applies to property on the **residence premises**. The second limit applies to property while off the **residence premises**. These limits are in addition to the **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability** on property used or intended for use in a **business**.
3. Under Section II, the **residence premises** is not considered **business** property because an **insured** occupies a part of it as an incidental **business**.
 4. **SECTION II – EXCLUSIONS**, item 1.b, is replaced with the following:

- b. **bodily injury** or **property damage** arising out of **business** pursuits of any **insured**, except as provided in item c. below. This exclusion does not apply to activities that are ordinarily incidental to non-**business** pursuits or to **business** pursuits of an **insured** that are necessary or incidental to the use of the **residence premises** as an incidental **business**;

5. This insurance does not apply to:

- a. **bodily injury** to an employee of an **insured** arising out of the **residence premises** as an incidental **business** other than to a **residence employee** while engaged in the employee's employment by an **insured**;
- b. **bodily injury** to a student arising out of corporal punishment administered by or at the direction of the **insured**;
- c. liability arising out of any acts, errors, or omissions of an **insured**, or any other person for whose acts an **insured** is liable, resulting from the preparation or approval of data, plans, designs, opinions, reports, programs, specifications, supervisory inspections, or engineering services in the conduct of an **insured's** incidental **business** involving data processing, computer consulting, or computer programming; or
- d. any claim made or suit brought against any **insured** by:
 - (1) any person in the care of any **insured** because of child care services provided by or at the direction of:
 - (a) any **insured**;
 - (b) any employee of any **insured**; or
 - (c) any other person actually or apparently acting on behalf of any **insured**;
 - (2) any person who makes a claim because of **bodily injury** to any person in the care of any **insured** because of child care services provided by or at the direction of:
 - (a) any **insured**;
 - (b) any employee of any **insured**; or
 - (c) any other person actually or apparently acting on behalf of any **insured**.

Coverage M does not apply to any person indicated in d.(1) and d.(2) above.

This exclusion does not apply to the occasional child care services provided by any **insured**, or to the part-time child care services provided by any **insured** under 19 years of age.

Option JF – Jewelry and Furs. Jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones, gold other than goldware, silver other than silverware, and platinum are covered for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss. All provisions and exclusions of **SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY, Theft** apply to Option JF.

The following additional provisions apply:

1. **We** will not pay for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
 - a. mechanical breakdown, wear and tear, or gradual deterioration;
 - b. all animals, birds or insects, including nesting, infestation, gnawing, feeding, breeding, or discharge or release of waste products or secretions by animals, birds, or insects. However, **we** will pay for losses caused by wild bears or deer;
 - c. inherent vice; or
 - d. seizure or destruction under quarantine or customs regulations;
2. **Our** limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
3. **Our** limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and
4. **Our** limits for loss by any covered peril except those in items 2. and 3. above are those shown in the **Declarations** for this option.

Option OL – Building Ordinance or Law.

1. **Coverage Provided.** The total limit of insurance provided by this option will not exceed an amount equal to the Option OL percentage shown in the **Declarations** of the Coverage A limit shown in the **Declarations** at the time of the loss, as adjusted by the Inflation Coverage provisions of this policy. This is an additional amount of insurance and applies to **building structures** on the **residence premises**.

2. **Damaged Portions of Building Structure.** When a **building structure** covered under **COVERAGE A – DWELLING** is damaged by a **loss insured**, we will pay for the increased cost to repair or rebuild the physically damaged portion of the **building structure** caused by the enforcement of a building, zoning, or land use ordinance or law if the enforcement is directly caused by the same **loss insured** and the requirement is in effect at the time the **loss insured** occurs.
3. **Undamaged Portions of Damaged Building Structure.** When a **building structure** covered under **COVERAGE A – DWELLING** is damaged by a **loss insured**, we will also pay for:
 - a. the cost to demolish and clear the site of the undamaged portions of the **building structure** caused by the enforcement of a building, zoning, or land use ordinance or law if the enforcement is directly caused by the same **loss insured** and the requirement is in effect at the time the **loss insured** occurs; and
 - b. loss to the undamaged portion of the **building structure** caused by enforcement of any ordinance or law if:
 - (1) the enforcement is directly caused by the same **loss insured**;
 - (2) the enforcement requires the demolition of portions of the same **building structure** not damaged by the same **loss insured**;
 - (3) the ordinance or law regulates the construction or repair of the **building structure**, or establishes zoning or land use requirements at the described premises; and
 - (4) the ordinance or law is in force at the time of the occurrence of the same **loss insured**; or
 - c. legally required changes to the undamaged portion of the **building structure** caused by the

enforcement of a building, zoning, or land use ordinance or law, if:

- (1) the enforcement is directly caused by the same **loss insured**;
- (2) the requirement is in effect at the time the **loss insured** occurs; and
- (3) the legally required changes are made to the undamaged portions of specific **building structure** features, systems, or components that have been physically damaged by the **loss insured**.

We will not pay for legally required changes to specific **building structure** features, systems, or components that have not been physically damaged by the **loss insured**.

4. **Building Ordinance or Law Coverage Limitations.**

We will not pay more under this coverage than:

- a. the reasonable and necessary increased cost to repair or rebuild the **building structure** at the same premises, or if relocation is required by ordinance, or law, at another premises in the same general vicinity; and
- b. the reasonable and necessary cost to demolish and clear the site of the undamaged portions of the **building structure** caused by enforcement of building, zoning, or land use ordinance or law.

We will not pay for more than a **building structure** of the same height, floor area, and style on the same or similar premises as the **building structure**, subject to the limit provided in paragraph 1. **Coverage Provided** of this option.

Option SG – Silverware and Goldware Theft. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item i., for theft of silverware and goldware is increased to be the amount shown in the **Declarations** for this option.

Exhibit “B”

Good News Mechanical LLC**Estimate 374****Good News HVAC**

P.O. Box 20607

Charleston, WV 25362

(304) 539-2556

Arshia Davari
 1592 Nottingham Road
 Charleston, WV 25314

Estimate #: 374**Date:** 4/16/2024**Expires On:** 5/16/2024

Description	Quantity	Price	Amount
3.5 ton condensing unit	1.00	\$6,400.00	\$6,400.00
3.5 ton evaporator coil	1.00	\$3,100.00	\$3,100.00
30ft of refrigerant piping	1.00	\$2,300.00	\$2,300.00

Project Description

Replacing damaged r-22 air conditioning
 system with 410a system; system
 components include condensing unit,
 evaporator coil, and refrigerant piping.

Subtotal: \$11,800.00**wv sales tax Sales Tax - 6%:** \$708.00**TOTAL:** \$12,508.00

Good News Mechanical LLC**Estimate 373****Good News HVAC**

P.O. Box 20607
 Charleston, WV 25362
 (304) 539-2556

**Estimate #:** 373**Date:** 4/15/2024**Expires On:** 5/15/2024

Arshia Davari
 1592 Nottingham Road
 Charleston, WV 25314

Description	Quantity	Price	Amount
roof repair and material	1.00	\$3,100.00	\$3,100.00
replacing 2 square of arch. shingles and iceguard, 30ft of drip edge, 10ft of ridge vent			
electrical repairs and materials	1.00	\$650.00	\$650.00
replace damaged motion light, outdoor receptacle, and weatherproof cover			
vinyl handrail repair	1.00	\$525.00	\$525.00
replace 3ft of vinyl handrail and a 3.5ft gate			
gutter and gutter guard replacement	1.00	\$1,200.00	\$1,200.00
30ft of continuous gutter and gutter guard, 15ft of downspout			
siding/trim repair and material	1.00	\$7,400.00	\$7,400.00
replacing 2.5 square of siding and fanfold, 35ft start strip, 40ft rake trim			
window trim and shutter replacement	1.00	\$1,400.00	\$1,400.00
replacing 24ft of aluminum window trim, and 4 shutters			
radon mitigation fan and exhaust pipe replacement	1.00	\$849.99	\$849.99
replace exhaust fan, 25ft of exhaust pipe, and deflection head			

Exhibit “C”

KESNER & KESNER, PLLC

ATTORNEYS • AT • LAW

Post Office Box 2587
Charleston, West Virginia 25329
(304) 345-5200 • Fax (304) 345-5265

Writer's e-mail address: anortz@kesnerlaw.com

May 15, 2024

Please refer to: (PLNTF) 38063

Kenyouna Caldwell
State Farm Fire and Casualty Company
statefarmclaims@statefarm.com
kenyouna.caldwell.vafeot@statefarm.com

RE: Claim No.: 4865M268Q
Insureds/My Clients: Asadollah Davari and Arshia Davari
DOL: April 2, 2024

Dear Kenyouna:

This law firm has been retained by Asadollah Davari and Arshia Davari to represent them regarding their insurance claim arising from storm damage that occurred on April 2, 2024, at 1592 Nottingham Road, Charleston, West Virginia. Going forward, all communications regarding this claim shall be directed to this office.

I am submitting with this letter two estimates that were secured by your insureds regarding the damages to their property. The first estimate is for repair to their HVAC system, which was damaged in the storm. The estimate amount is \$12,508.00. The second estimate amount is for repairs to your insureds roof, siding, windows, and various other parts of their residence that were damaged as a result of the storm. The total for the second estimate is \$15,876.49. To the extent State Farm has any other estimates regarding the damage to my clients' property, please forward them to me immediately. Also, please provide any photographs, videos, engineering documents, or any other documents State Farm has regarding the damage to my clients' property and the valuation of the cost to repair that damage.

I am requesting that you contact me immediately to discuss the status of this matter as my clients have been without air conditioning and repairs to their home for more than two months. I anticipate that you will forward to me, immediately, checks for the amounts of the estimates provided.

Should you have any questions or concerns, please contact me at your convenience.

Very truly yours,

Anthony E. Nortz

Anthony E. Nortz

AEN/mc
Enclosures

Exhibit “D”



Summary of loss

Named Insured: ASADOLLAH DAVARI

Date Created: 12/4/2024

Claim Number: 48-65M2-68Q

Coverage A - Dwelling

Limit of Liability: \$419,937.00

Description	Replacement cost (\$)	Recoverable depreciation (\$)	Non-recoverable depreciation (\$)	Amount over limit (\$)	Subtotal (\$)
Staff Estimate	25,291.28	0.00	0.00	0.00	25,291.28
Totals:	\$ 25,291.28	\$ 0.00	\$ 0.00	\$ 0.00	\$ 25,291.28

Comments / Supplements

Thank you for choosing State Farm Insurance.

Subtotal	\$25,291.28
Less deductible	\$2,056.00
Less MISC	\$0.00
Total payable	\$23,235.28
Less total payments made	\$19,109.15
Net payment	\$4,126.13

Signature

Kenyouna Caldwell

** Your policy may provide for additional payments on a replacement cost basis for the Recoverable Depreciation listed above for Cov. A and Cov. B for your Building and Personal Property. Please refer to your policy and any endorsements for specific time limits and additional settlement provisions. Please contact your claim handler if you have any questions.*

Previous payments

Date	Payee	Remarks	Subtotal (\$)
Apr 16, 2024	ASADOLLAH DAVARI	Tree removal and tarp service payment.	1,182.93
Jun 04, 2024	ASADOLLAH DAVARI	Actual cash value payment for total roof replacement	8,920.56
Jun 05, 2024	ASADOLLAH DAVARI		7,900.57
Aug 20, 2024	ASADOLLAH DAVARI	Updated SFE	1,105.09
Totals:			\$ 19,109.15

Providing Insurance and Financial Services
Home Office, Bloomington, IL



December 24, 2024

ASADOLLAH DAVARI
121 SUMMERS ST, CHARLESTON, WV, 25301-
2110, USA

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 48-65M2-68Q
Policy Number: 48BEX2307
Date of Loss: April 2, 2024

To Whom This May Concern:

We wanted to follow up with you on your loss. To date, we have not received the requested additional information.

- A wind damage shingle sample to send in for availability.
- A roof repair attempt to a wind damage shingle to show the roof is not repairable. We can accept a video or photos

This information is needed to assist us in accurately determining the amount of your claim. If you have any questions relating to the preparation of this information, please do not hesitate to let us know.

We recognize you may need more time to gather the requested information. Therefore, we are moving your claim to closed status pending your submission of the information requested. If you wish to pursue your claim, you must submit the requested information. Additional information can be returned to Statefarmfireclaims@statefarm.com; the subject line of the email should only include the claim number.

As an insured, you have certain duties in the policy that apply after a loss. Please review your policy, and call us if you have any questions. This letter is not intended to waive any of the policy provisions that apply, and your compliance with policy provisions is required. Failure to comply with the policy provisions may jeopardize your rights to benefits payable by the policy.

If you have questions or need assistance, call us at (945) 219-9634.

48-65M2-68Q
Page 2
December 24, 2024

Sincerely,

Kenyouna Caldwell
Claim Specialist
(945) 219-9634
Fax: (844) 236-3646

statefarmfireclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (945) 219-9634 to discuss sensitive information.

State Farm Fire and Casualty Company

Take advantage of our self-service options

Go to statefarm.com® to easily review claim status, update direct deposit account information for claim payments and many other insurance and banking services.

Exhibit “E”

KESNER & KESNER, PLLC

ATTORNEYS • AT • LAW

Post Office Box 2587
Charleston, West Virginia 25329
(304) 345-5200 • Fax (304) 345-5265

Writer's e-mail address: anortz@kesnerlaw.com

June 5, 2024

Please refer to: (PLNTF) 38063

Kenyouna Caldwell
Claims Specialist – Hybrid/In-Office
State Farm Fire and Casualty Company
Statefarmfireclaims@StateFarm.com
kenyouna.caldwell.vafeot@statefarm.com

RE: Claim No.:	48-65M2-68Q
Insureds/My Clients:	Asadollah Davari and Arshia Davari
DOL:	April 2, 2024

Dear Kenyouna:

I am following up on my May 15, 2024 letter indicating that I will be representing Asadollah Davari and Arshia Davari regarding their insurance claim from storm damage that occurred on April 2, 2024, at 1592 Nottingham Road, Charleston, West Virginia.

Per that letter, I am, again, informing you that all communications regarding this claim shall be directed to me. Please call me immediately to discuss this claim.

I am requesting that you immediately forward to me all estimates that State Farm has regarding damage to my clients' property, along with an explanation of any payments that have been made, and a certified copy of my clients' policy. Further, please provide me with any written communications you have provided to my clients at any time during the evaluation and investigation of their claim.

Should you have any questions or concerns, please contact me at your convenience.

Very truly yours,

Anthony E. Nortz

Anthony E. Nortz

AEN/mc

cc: Asad Davari (*Via E-Mail*)
Ash Davari (*Via E-Mail*)

38063/848886

Exhibit “F”

Ex. 2

DAVARI, ASADOLLAH

48-65M2-68Q



State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646
statefarmfireclaims@statefarm.com

Structural Damage Claim Policy

This estimate is priced based on estimated market pricing for the cost of materials, labor, and other factors at the time of the loss.

Adjustments in market pricing and timing of the repairs may impact the final cost of covered repairs. Should you or the contractor you select have questions concerning our estimate, please contact us. If your contractor's estimate is higher than ours, you should contact us prior to beginning repairs. State Farm will work with you and your contractor to determine the actual and necessary cost of covered repairs at the time repairs will be completed, subject to policy terms, conditions and limits.

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.

48-65M2-68Q



Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only.

Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured: Smith, Joe & Jane	Estimate: 00-0000-000
Property: 1 Main Street	Claim number: 00-0000-000
Anywhere, IL 00000-0000	Policy Number: 00-00-0000-0
Type of Loss: Other	Price List: ILBL8F_MAR 13
Deductible: \$1,000.00	Restoration/Service/Remodel
	F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]		5,953.10
Material Sales Tax	@ 10.000% x 1,520.00	
Subtotal		6,105.10
General Contractor Overhead [2]	@ 10.0% x 6,105.10	610.51
General Contractor Profit	@ 10.0% x 6,105.10	
Replacement Cost Value (Including General Contractor Overhead and Profit) [3]		7,326.12
Less Depreciation (Including Taxes) [4]		(832.50)
Less General Contractor Overhead & Profit on Recoverable &		
Non - recoverable Depreciation		(166.50)
Less Deductible [5]		
Net Actual Cash Value Payment [6]		

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50
Less Non - recoverable Depreciation (Including Taxes) [7]	
Subtotal	312.50
General Contractor O&P on Depreciation	166.50
Less General Contractor O&P on Non - recoverable Depreciation	
Subtotal	
Total Maximum Additional Amounts Available If Incurred [8]	
Total Amount of Claim If Incurred [9]	

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. **Line Item Total** – Total value of all line items in the estimate plus possible adjustments for *labor minimums*. *Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.

2. **General Contractor's Overhead and Profit** – General contractor's charge for coordinating your repairs.

3. **Replacement Cost Value (RCV)** – Estimated cost to repair or replace damaged property.

4. **Depreciation** – The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.

5. **Deductible** – The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.

6. **Net Actual Cash Value Payment (ACV)** – The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible*.

7. **Non Recoverable Depreciation** – *Depreciation* applied to items that are not eligible for replacement cost benefits.

8. **Total Maximum Additional Amount if Incurred** – Total amount of recoverable depreciation after actual repair or replacement of the property.

9. **Total Amount of Claim If Incurred** – Total amount of the claim, including *net actual cash value payment* and *total maximum additional amount available if incurred*.

State Farm

DAVARI, ASADOLLAH

48-65M2-68Q

Insured:	DAVARI, ASADOLLAH	Estimate:	48-65M2-68Q
Property:	1592 NOTTINGHAM RD	Claim Number:	4865M268Q
	CHARLESTON, WV 25314-2436	Policy Number:	48BEX2307
Home:	304-543-3159	Price List:	WVCH28_APR24
Cellular:	304-543-3159		Restoration/Service/Remodel
Type of Loss:	Wind Damage		
Deductible:	\$2,056.00		
Date of Loss:	4/2/2024		
Date Inspected:	4/15/2024		

Summary for Coverage A - Dwelling - 35 Windstorm and Hail

Line Item Total	19,262.10
Total Tax	797.96
Replacement Cost Value	20,060.06
Less Depreciation (Including Taxes)	(7,900.57)
Less Deductible	(2,056.00)
Net Actual Cash Value Payment	\$10,103.49

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	7,900.57
Replacement Cost Benefits	7,900.57
Total Maximum Additional Amount Available If Incurred	7,900.57
Total Amount of Claim If Incurred	\$18,004.06

Caldwell, Kenyouna

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



Explanation of Building Replacement Cost Benefits

Homeowner Policy

Coverage A - Dwelling - 35 Windstorm and Hail

To: Name: DAVARI, ASADOLLAH
Address: 1592 NOTTINGHAM RD
City: CHARLESTON
State/Zip: WV, 25314-2436

Insured: DAVARI, ASADOLLAH
Date of Loss: 4/2/2024

Claim Number: 4865M268Q
Cause of Loss: WIND

Your insurance policy provides replacement cost benefits for some or all of the loss or damage to your dwelling or structures. Replacement cost benefits pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss;
2. Promptly notify us within 30 days after the work has been completed; and
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$20,060.06 . The enclosed claim payment to you of \$10,103.49 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$ 7,900.57 .

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim specialist prior to beginning repairs.

All policy provisions apply to your claim.

State Farm

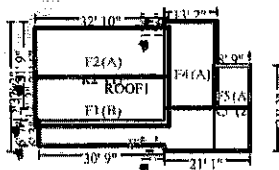
DAVARI, ASADOLLAH

48-65M2-68Q

Source - Eagle View

Source - Eagle View

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
1. Haul debris - per pickup truck load - including dump fees						
1.00 EA	146.42	10.25	156.67			156.67
Total: Source - Eagle View		10.25	156.67		0.00	156.67



ROOF1

1,667.91 Surface Area
244.71 Total Perimeter Length

16.68 Number of Squares
53.96 Total Ridge Length

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
Front Slope						
2. Remove 3 tab - 25 yr. - composition shingle roofing (per SHINGLE)						
18.00 EA						REVISED
3. 3 tab - 25 yr. - composition shingle roofing (per SHINGLE)						
18.00 EA						REVISED
Back Slope						
4. Remove 3 tab - 25 yr. - composition shingle roofing (per SHINGLE)						
8.00 EA						REVISED
5. 3 tab - 25 yr. - composition shingle roofing (per SHINGLE)						
8.00 EA						REVISED
6. R&R Continuous ridge vent - aluminum						
30.00 LF						REVISED
39. Remove 3 tab - 25 yr. - composition shingle roofing (per SHINGLE)						
8.00 EA						REVISED
40. 3 tab - 25 yr. - composition shingle roofing (per SHINGLE)						
8.00 EA						REVISED
41. R&R Continuous ridge vent - aluminum						
30.00 LF						REVISED
Totals: ROOF1		0.00	0.00		0.00	0.00

Tarp

0.00 SF Walls

0.00 SF Ceiling

0.00 SF Walls & Ceiling

Date: 6/4/2024 8:41 PM

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State Farm

DAVARI, ASADOLLAH

48-65M2-68Q

0.00 SF Floor
0.00 SF Long Wall

0.00 SF Short Wall

0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
<hr/>						
* 7. Good News Mechanical LLC						
1.00 EA	857.98 *EN	0.00	857.98			857.98
Emergency call out fee, ext wall & roof tarp, and materials						
<hr/>						
Totals: Tarp		0.00	857.98		0.00	857.98

Exterior**Front Elevation**

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
<hr/>						
No ADPL to elevation.						
<hr/>						
Totals: Front Elevation		0.00	0.00		0.00	0.00

Right Elevation

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
<hr/>						
NO ADPL to elevation.						
<hr/>						
Totals: Right Elevation		0.00	0.00		0.00	0.00

Back Elevation

0.00 SF Walls
0.00 SF Floor
0.00 SF Long Wall

0.00 SF Ceiling
0.00 SF Short Wall

0.00 SF Walls & Ceiling
0.00 LF Floor Perimeter
0.00 LF Ceil. Perimeter

State Farm

DAVARI, ASADOLLAH

48-65M2-68Q

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
8. R&R Gutter / downspout - aluminum - up to 5"						
33.00 LF	9.84	22.73	347.45			347.45
9. R&R Gutter guard/screen						
5.00 LF	4.31	1.51	23.06			23.06
10. R&R Siding - vinyl						
12.00 SF	5.13	4.31	65.87			65.87
Totals: Back Elevation		28.55	436.38		0.00	436.38

Left Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
11. R&R Fascia - metal - 8"						
0.00 LF	7.81	0.00	0.00			0.00
12. R&R Siding - vinyl - High grade						
300.00 SF	5.37	112.77	1,723.77			1,723.77
13. R&R Gutter / downspout - aluminum - up to 5"						
20.00 LF	9.84	13.77	210.57			210.57
14. R&R Radon fan						
1.00 EA	276.56	19.36	295.92			295.92
15. Spot light fixture - double - w/motion sensor						
2.00 EA	155.88	21.82	333.58			333.58
Totals: Left Elevation		167.72	2,563.84		0.00	2,563.84

Area Totals: Exterior

Total: Exterior	196.27	3,000.22	0.00	3,000.22
------------------------	---------------	-----------------	-------------	-----------------

Area Totals: Source - Eagle View

1,064.25 Exterior Wall Area			
1,667.91 Surface Area	16.68 Number of Squares	244.71 Total Perimeter Length	
53.96 Total Ridge Length			

Total: Source - Eagle View	206.52	4,014.87	0.00	4,014.87
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HVAC

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

Date: 6/4/2024 8:41 PM

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State Farm

DAVARI, ASADOLLAH

48-65M2-68Q

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
43. R&R Central air conditioning system - 3 ton - 16-21 SEER							
	1.00 EA	4,719.70	330.38	5,050.08	23/15 yrs Avg.	(4,040.07) 80.00%	1,010.01
45. Coil - 3 ton - cased							
	1.00 EA	1,435.16 *	100.46	1,535.62	23/15 yrs Avg.	(1,228.50) 80.00%	307.12
* 46. Carrier, 92% Efficiency, 88k BTU, Gas Furnace							
	1.00 EA	4,043.56 *EN	0.00	4,043.56	Avg.	(2,632.00) 65.09%	1,411.56
* 47. Removal of Existing Equipment							
	1.00 EA	942.50 *	65.98	1,008.48			1,008.48
* 48. Electrical / Gas Connections							
	1.00 EA	252.00 *EN	0.00	252.00			252.00
* 49. Flush Kit							
	1.00 EA	284.10 *	19.89	303.99			303.99
* 50. Ductwork Transitions							
	1.00 EA	252.00 *	17.64	269.64			269.64
* 51. Miscellaneous Materials							
	1.00 EA	412.50 *EN	0.00	412.50			412.50
* 52. Thermostat							
	1.00 EA	178.43 *	12.49	190.92			190.92
* 53. Post Installation System Start-Up							
	1.00 EA	72.50 *EN	0.00	72.50			72.50
Totals: HVAC			546.84	13,139.29		7,900.57	5,238.72

Fence

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

	QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
17. R&R Vinyl (PVC) fence, 3'- 4' high - picket							
	7.00 LF	49.11	24.07	367.84			367.84
Totals: Fence			24.07	367.84		0.00	367.84

Tree Removal

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

State Farm

DAVARI, ASADOLLAH

48-65M2-68Q

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
* 18. Riley's Greenwora LLC						
1.00 PB *	2,224.28 *EN	0.00	2,224.28			2,224.28
Totals: Tree Removal		0.00	2,224.28		0.00	2,224.28

Labor Minimums Applied

QUANTITY	UNIT PRICE	TAX	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
19. Gutter labor minimum						
1.00 EA	38.84	2.72	41.56			41.56
20. Fencing labor minimum						
1.00 EA	18.27	1.28	19.55			19.55
21. Plumbing labor minimum						
1.00 EA	192.40	13.47	205.87			205.87
22. Electrical labor minimum						
1.00 EA	43.74	3.06	46.80			46.80
Totals: Labor Minimums Applied		20.53	313.78		0.00	313.78

Line Item Totals: 48-65M2-68Q	797.96	20,060.06	7,900.57	12,159.49
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Grand Total Areas:

1,064.25 Exterior Wall Area

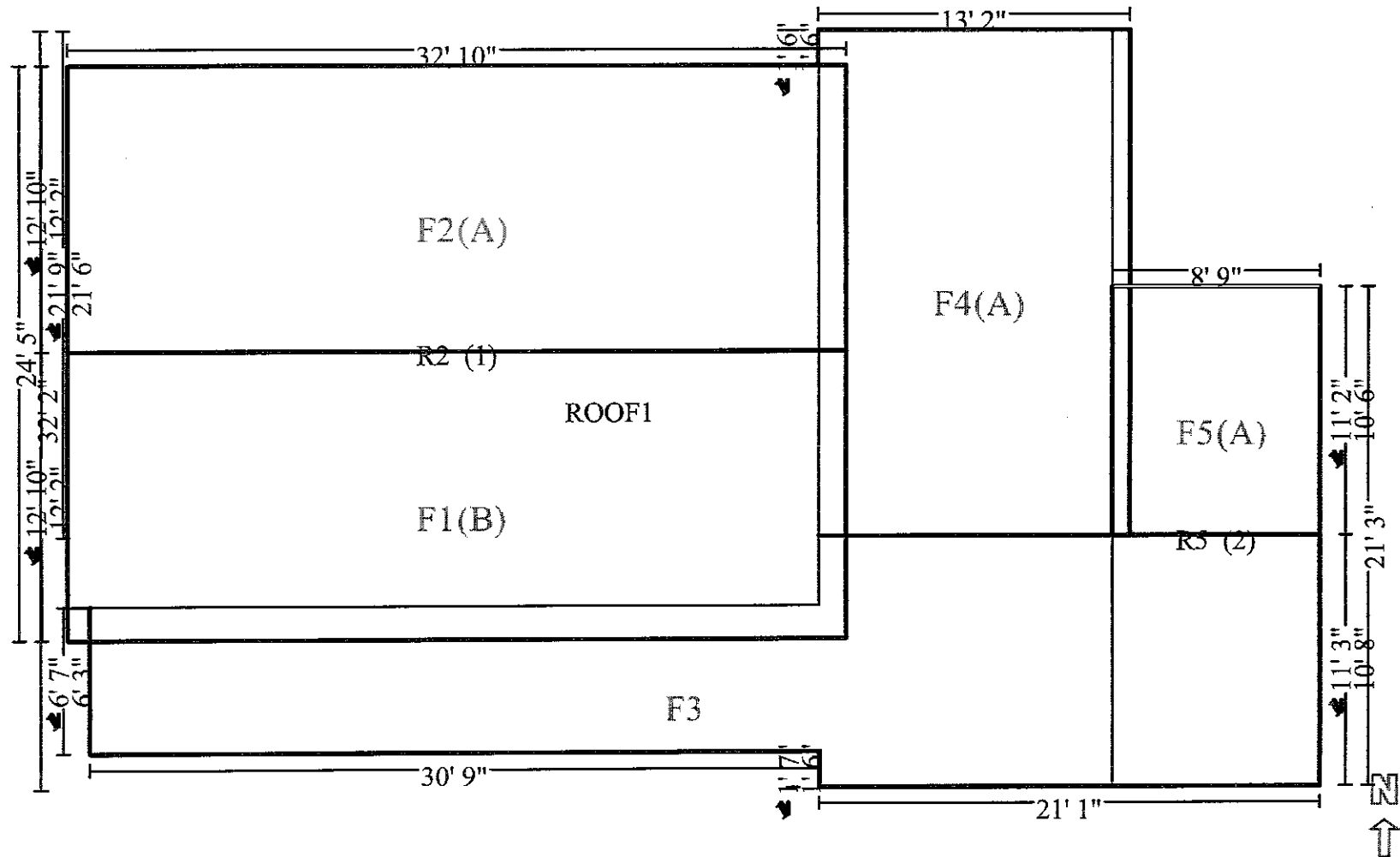
1,667.91 Surface Area

53.96 Total Ridge Length

16.68 Number of Squares

244.71 Total Perimeter Length

Source - Eagle View - Source - Eagle View



Source - Eagle View

Exhibit “G”

*Providing Insurance and Financial Services
Home Office, Bloomington, IL*



December 4, 2024

Asadollah Davari
121 Summers St Charleston, WV, 25301-2110

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Our Claim Number: 48-65M2-68Q
Policy Number: 48BEX2307
Date of Loss: April 2, 2024

To Whom This May Concern:

Our payment in the amount of \$4,126.13 in settlement of your Dwelling claim is enclosed.

The attached document outlines the basis for this payment.

If you have questions or need assistance, call us at (945) 219-9634.

*Providing Insurance and Financial Services
Home Office, Bloomington, IL*



December 4, 2024

O. Gay Elmore, Jr, Attorney At Law
121 Summers St
Charleston WV 25301-2110

State Farm Claims
PO Box 106169
Atlanta GA 30348-6169

RE: Claim Number: 48-65M2-68Q
 Date of Loss: April 2, 2024
 Our Insured: Asadollah Davari
 Policy Number: 48BEX2307

To Whom It May Concern:

This letter acknowledges receipt of your email dated December 03, 2024.

Your letter states that there was a check paid to Mr.Davari for \$8,920.56 for actual cash value of total roof replacement.

The claim was not approved for a total roof replacement and therefore a payment cannot be issued for a total roof replacement. However, I have accounted for the \$3,100 that was in Good News Mechanical estimate for the roof repairs.

I also have reviewed the entire previous State Farm estimates and the summary of losses. There was a missing line item for the tree removal of \$2,224.28 that has been put back in the State Farm Estimate. See the attached document.

We have sent a payment in the amount of \$4,126.13 for the supplemental items. See the attached document.

If you have any additional information regarding this claim which has not been previously considered, or if you desire any additional explanation regarding this matter, please contact me at 945-219-9634.

If you have questions or need assistance, call us at (945) 219-9634.

48-65M2-68Q
Page 2
December 4, 2024

Sincerely,

Kenyouna Caldwell
Claim Specialist
(945) 219-9634
Fax: (844) 236-3646

statefarmfireclaims@statefarm.com

For your protection, when emailing State Farm, please do not include sensitive personal information such as Social Security Number, credit/debit card number (financial account number), driver's license number, or health/medical information in an email. Please contact us at (945) 219-9634 to discuss sensitive information.

State Farm Fire and Casualty Company